

# **Exhibit C**

<p style="text-align: center;">UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA OAKLAND DIVISION</p> <p>LAURI VALJAKKA,  Plaintiff,  vs. CASE NO. 4:22-cv-01490-JST  NETFLIX, INC.,  Defendant.</p> <p style="text-align: center;">_____/</p> <p style="text-align: center;">REMOTE VIDEO DEPOSITION OF LAURI VALJAKKA PURSUANT TO RULE 30 (b) (6)</p> <p>Date: Thursday, October 12, 2023 Time: 7:08 a.m. PST Location: via Zoom videoconference Reported by: Christina Bicocca CSR No. 12932</p>	<p>1 APPEARANCES 2 (all appearances present via Zoom videoconference) 3 For the Plaintiff Lauri Valjakka: 4 WHITESTONE LAW 5 1850 Towers Crescent Plaza 6 Suite 550 7 (703) 261-9101 8 Tysons, Virginia 22182 9 BY: JOSEPH ZITO 10 ATTORNEY AT LAW 11 jzito@whitestone law 12 BY: KENNETH SHEETS 13 ATTORNEY AT LAW 14 ksheets@whitestone law 15 BY: WEIR L. KING III 16 ATTORNEY AT LAW 17 wking@whitestone law 18 19 For the Defendant Netflix: 20 BAKER BOTTS, LLP 21 101 California Street, Suite 3200 22 San Francisco, California 94111 23 (415) 291-6200 24 BY: RACHAEL D. LAMKIN 25 ATTORNEY AT LAW rachael.lamkin@bakerbotts.com BY: LAUREN J. DREYER ATTORNEY AT LAW lauren.dreyer@bakerbotts.com</p> <p>AND</p> <p>PERKINS COIE, LLP 505 Howard Street, Suite 1000 San Francisco, California 94105 (415) 344-7000 BY: ELISE S. EDLIN ATTORNEY AT LAW eedlin@perkinscoie.com BY: SARAH PIEPMEIER ATTORNEY AT LAW spiepmeier@perkinscoie.com</p>
<p>1 INDEX 2 EXAMINATION BY: PAGE 3 Ms. Lamkin ..... 6 4 Mr. Zito ..... 84 5 6 EXHIBITS 7 DEFENDANT'S PAGE 8 1 Email Bates stamped LV-CUVTA-000144 10 9 to LV-CUVTA-000145 10 11 2 Email Bates stamped LV-CUVTA-000257 19 12 to LV-CUVTA-000258 13 14 3 Email Bates stamped LV-CUVTA-000306 23 15 to LV-CUVTA-000308 16 17 4 Email chain Bates stamped 40 18 LV-CUVTA-000033 to LV-CUVTA-000038 19 20 5 Plaintiff Lauri Valjakka's Responses 51 21 and Objections to Defendant Netflix, 22 Inc.'s Amended CUVTA Discovery 23 24 6 Email chain Bates stamped 61 25 LV-CUVTA-000050 to LV-CUVTA-000058  7 Email chain Bates stamped 69 LV-CUVTA-000266 to LV-CUVTA-000276 --oOo--</p>	<p>1 APPEARANCES 2 (continued) 3 The Videographer: 4 CARRIE RAPAPORT 5 6 Also Present: 7 CALEB BEATTY, law student 8 JOHN HODGES, law student 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>

<p>1 ZOOM VIDEOCONFERENCE</p> <p>2 Thursday, October 12, 2023; 7:08 a m PST</p> <p>3 --oOo--</p> <p>4 THE VIDEOGRAPHER: Good morning, ladies and</p> <p>5 gentlemen We are on the remote video record on</p> <p>6 Thursday, October 12, year 2023, at 7:08 a m , Pacific</p> <p>7 Standard Time I am Carrie Rapaport in association with</p> <p>8 Discovery Court Reporters in Raleigh, North Carolina</p> <p>9 This is a matter pending before the United States</p> <p>10 District Court, Northern District of California, Oakland</p> <p>11 Division in the case captioned Lauri Valjakka versus</p> <p>12 Netflix, Inc , Case Number 4:22-cv-01490-JST</p> <p>13 This is the start of Media One, Volume One, of</p> <p>14 the deposition of Lauri Valjakka being taken on behalf</p> <p>15 of the defendant</p> <p>16 Starting with the questioning attorney, I will</p> <p>17 now ask counsel to identify yourselves, state whom you</p> <p>18 represent and whether co-counsel or your client are in</p> <p>19 attendance</p> <p>20 MS LAMKIN: Good morning My name is Rachael</p> <p>21 Lamkin from Baker Botts, and with me is Lauren Dreyer</p> <p>22 from Baker Botts, and Elise Edlin and Sarah Piepmeier</p> <p>23 from Perkins Coie We all represent the defendant</p> <p>24 Netflix</p> <p>25 MR ZITO: Good morning This is Joseph Zito</p> <p>5</p>	<p>1 Q I just mentioned my name is Rachael Lamkin. I</p> <p>2 represent Netflix in this matter. I think you have been</p> <p>3 deposed in this case over two days; is that correct?</p> <p>4 A That's right.</p> <p>5 Q And other than those two days, Mr. Valjakka,</p> <p>6 have you ever been deposed?</p> <p>7 A No, not ever before.</p> <p>8 Q You understand that you're under oath today</p> <p>9 for this deposition?</p> <p>10 A Yes, I do.</p> <p>11 Q Do you have an understanding of what it means</p> <p>12 to be under oath?</p> <p>13 A I do.</p> <p>14 Q What's your understanding?</p> <p>15 A Well, this is court hearing, actually.</p> <p>16 Q You understand that your oath means that you</p> <p>17 have to tell the truth today?</p> <p>18 A Yes, I do.</p> <p>19 Q Mr. Valjakka, English is a second language to</p> <p>20 you; correct?</p> <p>21 A Well, I speak Finnish natively, and English is</p> <p>22 a foreign language to me, but I speak somewhat good, so</p> <p>23 I think I can cope.</p> <p>24 Q You speak quite well. I'm going to make every</p> <p>25 effort to be slow and clear, but if you don't understand</p> <p>7</p>
<p>1 With me is Mr Ken Sheets, who is also representing</p> <p>2 plaintiff Also, with me is Attorney Weir King, who is</p> <p>3 also with the Whitestone Law Firm, and in the back of</p> <p>4 our room are two law students, Caleb Beatty and John</p> <p>5 Hodges And we also have Mr Valjakka, our client, in</p> <p>6 attendance</p> <p>7 THE WITNESS: I am here Lauri Valjakka,</p> <p>8 plaintiff, and located in Finland</p> <p>9 THE VIDEOGRAPHER: Thank you so much Will</p> <p>10 the court reporter please swear in the witness at this</p> <p>11 time</p> <p>12 THE REPORTER: Raise your right hand please,</p> <p>13 Mr Valjakka</p> <p>14 THE VIDEOGRAPHER: Mr Valjakka, would you</p> <p>15 please raise your right hand for the</p> <p>16 LAURI VALJAKKA,</p> <p>17 called as a witness, after having been first duly sworn</p> <p>18 by the Certified Shorthand Reporter to tell the truth,</p> <p>19 the whole truth, and nothing but the truth, testified as</p> <p>20 follows:</p> <p>21 THE VIDEOGRAPHER: Thank you Please proceed,</p> <p>22 Counsel</p> <p>23 EXAMINATION BY MS LAMKIN</p> <p>24 Q Good evening, Mr Valjakka</p> <p>25 A Good evening</p> <p>6</p>	<p>1 my questions, will you please let me know.</p> <p>2 A Thank you.</p> <p>3 Q That's a yes?</p> <p>4 A Yes.</p> <p>5 Q Okay. Great. Is there anyone in the room</p> <p>6 with you, Mr. Valjakka?</p> <p>7 A No, I'm alone.</p> <p>8 Q What did you do to prepare for this</p> <p>9 deposition, Mr. Valjakka?</p> <p>10 A Well, I read the material, true, and that's</p> <p>11 it.</p> <p>12 Q Which materials did you read?</p> <p>13 A Well, this motion and all -- the case and what</p> <p>14 we are handling today and my memories and a certain</p> <p>15 amount of emails and my Finnish local lawyer, we</p> <p>16 discussed.</p> <p>17 Q Do you remember which emails you read? Do you</p> <p>18 have a vague sense of their subjects?</p> <p>19 A Just dealing with the preparation of this</p> <p>20 deposition.</p> <p>21 Q Who were those emails from?</p> <p>22 A From Onni Hietalahti, my local Finnish lawyer.</p> <p>23 Q Anyone else?</p> <p>24 A Of course, the U.S. lawyers CC'd or replying.</p> <p>25 Q Okay. We are going to look at some emails</p> <p>8</p>

<p>1 today, and when we do, will you indicate if those emails</p> <p>2 are some -- were included in the emails that you looked</p> <p>3 at in preparation?</p> <p>4 A Yes.</p> <p>5 Q When did you meet with your local lawyer Onni</p> <p>6 to prepare for this deposition?</p> <p>7 A I didn't meet him. We spoke over the phone.</p> <p>8 Q When did you do that?</p> <p>9 A Yesterday.</p> <p>10 Q How long was that phone call?</p> <p>11 A Can't remember. A few minutes, maybe.</p> <p>12 Q Less than ten?</p> <p>13 A Less than ten, definitely.</p> <p>14 Q Did you speak with anyone else besides Onni?</p> <p>15 A No.</p> <p>16 Q You mentioned that Onni Hietalahti is your</p> <p>17 local Finnish lawyer; correct?</p> <p>18 A That's right.</p> <p>19 Q He is also the CEO of CDN Licensing; right?</p> <p>20 A Yes.</p> <p>21 Q What are his duties as the CEO of CDN</p> <p>22 Licensing?</p> <p>23 A Actually, since the company is small, he</p> <p>24 administrates it in every way.</p> <p>25 Q What does that mean, he administrates it?</p> <p style="text-align: right;">9</p>	<p>1 question. What document? Where?</p> <p>2 Q (By Ms. Lamkin) If you go, Mr. Valjakka, to the</p> <p>3 chat functionality at the bottom of the screen and click</p> <p>4 on that --</p> <p>5 A Okay.</p> <p>6 Q -- there is a document there that you can open</p> <p>7 and review. Do you see that?</p> <p>8 MR. ZITO: We didn't get that.</p> <p>9 THE VIDEOGRAPHER: I don't see it either.</p> <p>10 MS. LAMKIN: It looks like it's still</p> <p>11 spinning.</p> <p>12 THE WITNESS: Now -- now updated.</p> <p>13 MS. LAMKIN: Will you please open --</p> <p>14 MR. ZITO: Okay. Do you have that? Let's</p> <p>15 see. See on this side.</p> <p>16 THE WITNESS: I have to download. I have to</p> <p>17 download it before I can see it. Is that okay?</p> <p>18 Q (By Ms. Lamkin) Of course.</p> <p>19 A Yes, I am reading that document now.</p> <p>20 Q Do you recognize this document, Mr. Valjakka?</p> <p>21 A Let me see.</p> <p>22 MR. ZITO: This is a good thing.</p> <p>23 THE WITNESS: Yeah, I can see it now. I</p> <p>24 recognize it.</p> <p>25 Q (By Ms. Lamkin) What is this document,</p> <p style="text-align: right;">11</p>
<p>1 A Well, he is brokerist, and he has got the</p> <p>2 law -- law side and he acts as the CEO and the board</p> <p>3 chairman.</p> <p>4 Q Understood. Do some of his duties include</p> <p>5 communicating with the lawyers in the United States?</p> <p>6 A Yes, of course.</p> <p>7 Q Does he communicate with William Ramey?</p> <p>8 A Yes.</p> <p>9 Q Does he communicate with Eric Morehouse?</p> <p>10 A Yes.</p> <p>11 Q Does he communicate with anyone else from</p> <p>12 AIPI, besides Eric Morehouse?</p> <p>13 A Yes.</p> <p>14 Q Who does he communicate with?</p> <p>15 A I think mostly Ken Sheets.</p> <p>16 Q Ken Sheets, who is present here today?</p> <p>17 A Yes.</p> <p>18 (Whereupon, Deposition Exhibit 1 was</p> <p>19 marked for identification.)</p> <p>20 Q (By Ms. Lamkin) Mr. Valjakka, I've marked as</p> <p>21 Exhibit 1 a document with the Bates range</p> <p>22 LV-CUVTA 000144 to 145 and placed that in the chat.</p> <p>23 Will you please review that document.</p> <p>24 MR. ZITO: What's that (inaudible)?</p> <p>25 THE WITNESS: Excuse me. I didn't get that</p> <p style="text-align: right;">10</p>	<p>1 Mr. Valjakka?</p> <p>2 A My email to Mike Hertzberg, and Onni</p> <p>3 Hietalahti and Matti Saraheimo were CC'd.</p> <p>4 Q Can you spell Mike's last name for the record?</p> <p>5 A Michael Hertzberg.</p> <p>6 Q Can you spell it please, sir?</p> <p>7 A Excuse me?</p> <p>8 Q Can you spell Mike's last name? It's not on</p> <p>9 the email.</p> <p>10 A H-E-R-T-Z-B-E-R-G.</p> <p>11 Q Thank you. And the recipient of your email is</p> <p>12 Trade Strategies. Do you see that, sir?</p> <p>13 A That's his email.</p> <p>14 Q Okay. What is Trade Strategies?</p> <p>15 A It's a company in the U.S.</p> <p>16 Q If you look at the first line, you write to</p> <p>17 Mike, quote, "I am coming back to the subject of</p> <p>18 terminating partly the IP rights from iPRA to myself</p> <p>19 about a year ago," unquote.</p> <p>20 What are you referring to there when you are</p> <p>21 talking about terminating the iPRA to yourself? Which</p> <p>22 IP rights?</p> <p>23 A The utilization of the inventions I had</p> <p>24 authorized or licensed to IPRA to -- to export</p> <p>25 commercially.</p> <p style="text-align: right;">12</p>

<p>1 Q Did those IP rights include the patents that</p> <p>2 you have asserted against Netflix in this litigation?</p> <p>3 A Yes, U.S. 167.</p> <p>4 Q And why were you terminating partly the IP</p> <p>5 rights from iPRA?</p> <p>6 A It's because there are various IP rights, and</p> <p>7 they all have individual statuses and needed to be more</p> <p>8 precise to take up everything. So I -- I expressed</p> <p>9 myself to my colleague and partner this way. He knew</p> <p>10 about that.</p> <p>11 Q And why did he know about that?</p> <p>12 A I'm talking about different IPRs, IP rights.</p> <p>13 He knew of various rights and various situations.</p> <p>14 That's what I meant.</p> <p>15 Q Why does Mike know about the IP rights for</p> <p>16 iPRA?</p> <p>17 A Well, he is a shareholder of iPRA</p> <p>18 Technologies --</p> <p>19 Q Like, was a shareholder --</p> <p>20 A -- or he has an interest. Excuse me.</p> <p>21 Q Mike was -- it's okay, sir.</p> <p>22 Mike was a shareholder in iPRA?</p> <p>23 A Yes.</p> <p>24 Q And iPRA went bankrupt; correct?</p> <p>25 A That's -- that's right.</p> <p style="text-align: right;">13</p>	<p>1 in the process. It's still in the process of -- with</p> <p>2 the U.S. PTO.</p> <p>3 Q Sir, what did you mean when you said it became</p> <p>4 helpful during the settlement negotiations with some of</p> <p>5 the defendants to transfer the 102 into CDN Licensing?</p> <p>6 A Yeah. Some -- some may have commanded</p> <p>7 something. I don't know in details, some that were</p> <p>8 settled -- some defendants that were settled actually</p> <p>9 suggested that, and it was maybe a term from them --</p> <p>10 from their perspective, I don't know, but to my</p> <p>11 understanding, I didn't refuse that because I didn't</p> <p>12 have a reason.</p> <p>13 Q Some of the defendants suggested that you</p> <p>14 transfer the 102 into CDN Licensing?</p> <p>15 A Yeah, could be so, but I -- I wasn't</p> <p>16 negotiating, so I don't know the details.</p> <p>17 Q Who was negotiating?</p> <p>18 A Through AIPI Solutions.</p> <p>19 Q Who within AIPI was negotiating with the</p> <p>20 defendants?</p> <p>21 A My contact is Eric Morehouse.</p> <p>22 Q You go on in this paragraph to say, quote,</p> <p>23 "One important reason is the Finnish taxation, Onni's</p> <p>24 workload, re the patent litigation and collaboration</p> <p>25 with Eric Morehouse and his team," unquote.</p> <p style="text-align: right;">15</p>
<p>1 Q You go on to say at the end of the second</p> <p>2 line, quote, "It became helpful during the initial</p> <p>3 settlement negotiations with some defendants that also</p> <p>4 the U.S. DRM Patent '102 have been recently transferred</p> <p>5 to a NewCo CDN Licensing," unquote.</p> <p>6 What did you mean when you said it became</p> <p>7 helpful during the settlement negotiations to transfer</p> <p>8 the 102 to CDN Licensing?</p> <p>9 A That was dealing -- the funding of the CDN</p> <p>10 License in Finland.</p> <p>11 Q Why was it helpful during the settlement</p> <p>12 negotiations?</p> <p>13 A Oh, the eyes of the investor or loan giver, it</p> <p>14 would be more valuable if there was more than just one</p> <p>15 IP listed as licensed to operate in terms of funding and</p> <p>16 expected proceeds to be a funder and so on.</p> <p>17 Q The funders wanted you --</p> <p>18 A Both.</p> <p>19 Q The funders wanted you to create CDN Licensing</p> <p>20 and transfer the patents into that entity?</p> <p>21 A No. We -- we did that in the sense of</p> <p>22 marketing, actually, and to make it look like that</p> <p>23 because it was easy, easy. It had a clear and nice</p> <p>24 possibility through what we are doing now, you see, is</p> <p>25 the rewriting some of these claims and so forth. It's</p> <p style="text-align: right;">14</p>	<p>1 What are you referring to here when you say,</p> <p>2 "Onni's workload re the patent litigation and</p> <p>3 collaboration with Eric Morehouse and his team"?</p> <p>4 A Well, two separate issues. Finnish taxation</p> <p>5 means if there should be any proceeds to Finland, to me</p> <p>6 as an individual, the Finnish taxation would go as high</p> <p>7 as 57 percent. It's progressive taxation, so it's --</p> <p>8 57 percent is much more than if it's a company where I</p> <p>9 am a significant stakeholder with 70 percent of shares,</p> <p>10 and the taxation rate is between 20 and 25, relatively</p> <p>11 big difference. So that was only wise and quite normal</p> <p>12 procedure in similar cases with many other companies and</p> <p>13 investors and -- inventors. Onni --</p> <p>14 Q I'm asking you specifically, sir, about the</p> <p>15 other part. Excuse me. I'm sorry. I'm asking you</p> <p>16 specifically about Onni's collaboration with Eric</p> <p>17 Morehouse and his team --</p> <p>18 A That's the second part --</p> <p>19 Q Can you tell me about Onni's --</p> <p>20 A Two different --</p> <p>21 Q Can you tell me about Onni's --</p> <p>22 A -- questions in your one question.</p> <p>23 Q Sir, it would help --</p> <p>24 A If you may --</p> <p>25 Q Sir, it would help --</p> <p style="text-align: right;">16</p>

<p>1 A If you allow me to comment --</p> <p>2 (Simultaneous conversation.)</p> <p>3 THE REPORTER: Excuse me.</p> <p>4 Q (By Ms. Lamkin) All right. Go ahead.</p> <p>5 A The next part of my answer dealing with Onni's</p> <p>6 workload, any of the patenting process, to clear out the</p> <p>7 later written history of ancient hard drives. It's --</p> <p>8 it's a big workload for my local Finnish attorney or</p> <p>9 lawyer, and communicating, including time difference</p> <p>10 calls is also extra burden, so it's difficult and time</p> <p>11 consuming for Onni Hietalahti.</p> <p>12 Q What sort of collaboration did Onni do with</p> <p>13 Eric Morehouse and his team?</p> <p>14 A What the lawyers do. They try to understand</p> <p>15 each other and then produce something which is relevant</p> <p>16 to the potential cases. Quite normal.</p> <p>17 Q Did Onni collaborate with Eric Morehouse and</p> <p>18 his team on the Netflix litigation?</p> <p>19 A Yes.</p> <p>20 Q Did Onni collaborate with Eric Morehouse and</p> <p>21 his team about the infringement portion of the Netflix</p> <p>22 case?</p> <p>23 A Yes.</p> <p>24 Q Did Onni collaborate with Eric Morehouse and</p> <p>25 his team regarding the recent opposition to Netflix</p> <p style="text-align: right;">17</p>	<p>1 (Whereupon, Deposition Exhibit 2 was</p> <p>2 marked for identification.)</p> <p>3 Q (By Ms. Lamkin) Could you please download and</p> <p>4 review that document, Mr. Valjakka.</p> <p>5 A I see the document now.</p> <p>6 Q Do you recognize this document?</p> <p>7 A Yes.</p> <p>8 Q What is it, Mr. Valjakka?</p> <p>9 A It's, again, to Michael A. Hertzberg --</p> <p>10 Q Did you review --</p> <p>11 A -- CC'd to Onni Hietalahti and Matti</p> <p>12 Saraheimo.</p> <p>13 Q Did you review either the email that's</p> <p>14 Exhibit 1 or the email that's Exhibit 2 as part of your</p> <p>15 preparation for your deposition today?</p> <p>16 A Excuse me. Can you repeat the question?</p> <p>17 Q Yes. Did you review the email at Exhibit 1 or</p> <p>18 the email at Exhibit 2 as part of your deposition</p> <p>19 preparation?</p> <p>20 A No.</p> <p>21 Q Exhibit 2 is another email to the same Mike</p> <p>22 that was in Exhibit 1; correct?</p> <p>23 A Correct.</p> <p>24 Q You write in the first paragraph, quote, "I</p> <p>25 tried till last minute to avoid iPRA go belly-up and</p> <p style="text-align: right;">19</p>
<p>1 summary judgment?</p> <p>2 MR ZITO: Yeah I'm going to object here</p> <p>3 that you are asking for speculation or his understanding</p> <p>4 of what third parties did He can answer to the extent</p> <p>5 that he has knowledge Go ahead and answer</p> <p>6 Q (By Ms Lamkin) Mr Valjakka, did Onni</p> <p>7 collaborate with Eric Morehouse and his team regarding</p> <p>8 the opposition to Netflix summary judgment motion?</p> <p>9 A I think the answer is yes, but there are so</p> <p>10 many people involved I don't see everything he is</p> <p>11 doing, but I think the answer is yes without knowing the</p> <p>12 details</p> <p>13 Q Did Onni frequently collaborate with Eric</p> <p>14 Morehouse and his team wherein you were not involved in</p> <p>15 these communications?</p> <p>16 A Could have been I don't -- I don't know I</p> <p>17 don't see every -- every communication, and I don't need</p> <p>18 to see every communication, so I think it's quite normal</p> <p>19 if they communicate between each other I wouldn't</p> <p>20 wonder I see things that are important, me to react or</p> <p>21 comment</p> <p>22 MS LAMKIN: Understood</p> <p>23 Mr Valjakka, I'm going to mark as Exhibit 2 a</p> <p>24 document bearing the Bates range LV-CUVTA 000257 to 258</p> <p>25 ///</p> <p style="text-align: right;">18</p>	<p>1 spent all the time with negotiating a funding case,"</p> <p>2 unquote. What do you mean, sir, when you say</p> <p>3 negotiating a funding case?</p> <p>4 A We had -- for iPRA Technologies we had a loan</p> <p>5 decision from a local Finnish institution of 5 million</p> <p>6 euros, but the guarantee paperwork didn't work or come</p> <p>7 in time and that ruined the case. So we didn't get that</p> <p>8 survival or bridge loan, actually, to get to product of</p> <p>9 the EEZY KEYZ to the market.</p> <p>10 Q And in this email, you're offering Mike a</p> <p>11 percentage in CDN Licensing; correct?</p> <p>12 A Yeah --</p> <p>13 Q Did Mike ever --</p> <p>14 A -- my personal share.</p> <p>15 Q Did Mike ever receive equity in CDN Licensing?</p> <p>16 A Actually, I wrote him an email confirming</p> <p>17 that, but he hasn't returned yet --</p> <p>18 Q He hasn't responded --</p> <p>19 A -- so it's -- it's not done yet or executed --</p> <p>20 Q He hasn't --</p> <p>21 A -- if you like.</p> <p>22 Q He hasn't responded to your offer of equity?</p> <p>23 A We spoke over the phone but no written final</p> <p>24 document over that. So he should sign, actually, maybe</p> <p>25 an agreement before it's official and so on.</p> <p style="text-align: right;">20</p>

<p>1 Q Is it fair to say --</p> <p>2 A It's a deal if I say so, and he has accepted</p> <p>3 by phone.</p> <p>4 Q Is it fair to say, Mr. Valjakka, that you're</p> <p>5 offering him equity in CDN Licensing because of IPRA's</p> <p>6 bankruptcy?</p> <p>7 A It's not just because of that bankruptcy.</p> <p>8 It's some opportunities I see Mike could help with in</p> <p>9 the U.S. market or Canada and Japan where he is</p> <p>10 specialized. So that's dealing with the EEZY KEYZ</p> <p>11 end-to-end encryption technology platform. So that is</p> <p>12 unclear at the moment, but that could be a part of the</p> <p>13 company's activities in the future. So it's not just</p> <p>14 the bankrupt. That part is that he also is aware of</p> <p>15 this patent litigation, and he has been contacting me</p> <p>16 with people in the United States.</p> <p>17 Q Who has he been connecting you with in the</p> <p>18 United States?</p> <p>19 A Mr. Eric Morehouse.</p> <p>20 Q Is that how you originally met Mr. Morehouse</p> <p>21 was through Mike?</p> <p>22 A Yes.</p> <p>23 Q When did Mike introduce you to Mr. Morehouse?</p> <p>24 A Maybe about three years ago or so. I can't</p> <p>25 remember precisely.</p> <p style="text-align: right;">21</p>	<p>1 (Whereupon, Deposition Exhibit 3 was</p> <p>2 marked for identification.)</p> <p>3 Q (By Ms. Lamkin) Please download that document,</p> <p>4 Mr. Valjakka, and let me know when you're ready for</p> <p>5 questions.</p> <p>6 A Okay. I'm ready.</p> <p>7 Q Great. Do you recognize this document</p> <p>8 Mr. Valjakka?</p> <p>9 A Yes, I do.</p> <p>10 Q What is it?</p> <p>11 A It's an email sent by me to -- to Matti</p> <p>12 Saraheimo and Onni Hietalahti.</p> <p>13 Q Did you review this email as part of your</p> <p>14 deposition preparation?</p> <p>15 A No.</p> <p>16 Q Mr. Valjakka, in the subject line there is a</p> <p>17 capital V and a capital L. Do you know what that</p> <p>18 capital V and that capital L means?</p> <p>19 A It's a reply in Finnish, mustaus lahutus</p> <p>20 (phonetic), replying sending.</p> <p>21 Q Thank you. On this first page, halfway</p> <p>22 through, there is an email address for E. Morehouse. Is</p> <p>23 that Eric Morehouse?</p> <p>24 A Yes.</p> <p>25 Q If you turn the page, sir, to the document</p> <p style="text-align: right;">23</p>
<p>1 Q Did Mike introduce you to Mr. Morehouse before</p> <p>2 you filed any of your patent litigations for the 167 and</p> <p>3 102?</p> <p>4 A Yes.</p> <p>5 Q In the second paragraph of Exhibit 2 you</p> <p>6 write, "To compensate in that case I mentioned when we</p> <p>7 spoke that from the remaining elements, I can give you a</p> <p>8 compensation from CDN Licensing, which is the company</p> <p>9 that runs now the patent litigation campaign in the</p> <p>10 U.S., together with Eric's AIPI, on a return share</p> <p>11 deal," unquote.</p> <p>12 Do you see that sentence, sir?</p> <p>13 A Yes.</p> <p>14 Q Eric's AIPI; is that Eric Morehouse?</p> <p>15 A Yes.</p> <p>16 Q And does Mr. Morehouse run the litigation</p> <p>17 campaign in the U.S.?</p> <p>18 A He is organizing the funding at the U.S. end</p> <p>19 and organizing the lawyers and the network needed.</p> <p>20 Q Mr. Morehouse is also involved in litigation</p> <p>21 strategy, is he not?</p> <p>22 A Yes. We discuss about that, of course, with</p> <p>23 the funder's representative.</p> <p>24 MS. LAMKIN: I'm going to mark as Exhibit 3 a</p> <p>25 document bearing the Bates range LV-CUVTA 000306.</p> <p style="text-align: right;">22</p>	<p>1 bearing the Bates range 307.</p> <p>2 A Excuse me. Can you repeat the question?</p> <p>3 Q Yes. Yes, I sure can. I'm referring to the</p> <p>4 Bates numbers at the bottom of the page. Those are the</p> <p>5 numbers that your lawyers stamp on the document. So at</p> <p>6 the bottom of the page, do you see where it says</p> <p>7 LV-CUVTA 000306?</p> <p>8 A Yes, I see.</p> <p>9 Q And if you turn the page, that page is stamped</p> <p>10 307. I'm going to ask you questions about that page.</p> <p>11 Does the -- is the email on page 307 an email</p> <p>12 from you to Mr. Eric Morehouse?</p> <p>13 A Yes.</p> <p>14 Q I'm sorry, did you respond? I didn't hear</p> <p>15 you.</p> <p>16 A I said yes.</p> <p>17 Q Okay.</p> <p>18 A It is my email to Eric Morehouse.</p> <p>19 Q The first sentence you write, quote, "I</p> <p>20 haven't seen a reply to my request for clarifying the</p> <p>21 funding situation of the campaign," unquote. What did</p> <p>22 you mean by that sentence, sir?</p> <p>23 A I was expecting a funding situation update and</p> <p>24 the plan for the next steps or future.</p> <p>25 Q Were you asking AIPI for more funding for your</p> <p style="text-align: right;">24</p>



<p>1 campaign against Netflix?</p> <p>2 A Actually, no, but what we had been discussing</p> <p>3 before. I was expecting a report, actually. And since</p> <p>4 it didn't appear, I asked for it.</p> <p>5 Q What report were you expecting, sir?</p> <p>6 A You know, clarifying the funding situation of</p> <p>7 the current and the future leads.</p> <p>8 Q What, specifically, report were you asking</p> <p>9 for?</p> <p>10 A That's general question, actually.</p> <p>11 Q And what was your question? What</p> <p>12 clarification did you want?</p> <p>13 A Clarifying the funding situation currently and</p> <p>14 for the future.</p> <p>15 Q Were you asking for more funding from AIPI for</p> <p>16 the litigation campaign against Netflix?</p> <p>17 A It's just not against Netflix. If you -- if</p> <p>18 you mean that, it's not that. We have --</p> <p>19 Q But your answer --</p> <p>20 A We have an idea and have had the idea of</p> <p>21 larger campaign and then -- and we have settled several</p> <p>22 defendants. So I think it's not only but it's</p> <p>23 including, of course, Netflix part of the work.</p> <p>24 Q So your answer is yes, sir, you were asking</p> <p>25 for more funding from AIPI?</p> <p style="text-align: right;">25</p>	<p>1 infringed the patent, patent 167," unquote. What do you</p> <p>2 mean by, "lacking the preparations for the new filings"?</p> <p>3 A I mean evaluation reports on my listed</p> <p>4 potential infringers.</p> <p>5 Q You provided AIPI a list of potential</p> <p>6 infringers?</p> <p>7 A Yes, I did.</p> <p>8 Q And you were waiting for their opinion on that</p> <p>9 list?</p> <p>10 A You see, it's a process to evaluate if there</p> <p>11 is an infringement. So potential infringers, they use</p> <p>12 technology that infringed the patent. So those</p> <p>13 evaluations are the preparations --</p> <p>14 Q Does AIPI --</p> <p>15 A -- research.</p> <p>16 Q I don't mean to interrupt you, sir. When you</p> <p>17 pause, I get confused, so I apologize. I don't mean to</p> <p>18 interrupt you.</p> <p>19 A It's part of the services. That's what they</p> <p>20 do, AIPI Solutions. If you go to their website, you can</p> <p>21 see the services listed and explained. So that's one</p> <p>22 part of their work, what they do, quite naturally.</p> <p>23 First, check up if there is an infringement and then</p> <p>24 evaluate it and how much and what -- what is this worth?</p> <p>25 Is it a real thing worth investing in, which is the</p> <p style="text-align: right;">27</p>
<p>1 A I wasn't asking for more funding. I was</p> <p>2 asking to update that the funding is in place and what</p> <p>3 we had agreed in 2021.</p> <p>4 Q What had you agreed in 2021?</p> <p>5 A That they manage to get the necessary funding,</p> <p>6 whatever it is --</p> <p>7 Q So --</p> <p>8 A -- for the campaign and its needs.</p> <p>9 Q In 2021 AIPI and you had an agreement that</p> <p>10 they would fund the litigations involving the 102 and</p> <p>11 167 patent; correct?</p> <p>12 A Correct.</p> <p>13 Q When was the last time that AIPI provided</p> <p>14 funding for the litigation?</p> <p>15 A I think quite recently.</p> <p>16 Q When?</p> <p>17 A A few weeks ago or less than few weeks ago.</p> <p>18 Q How much funding did they provide?</p> <p>19 A I don't know, but not to us. They paid for</p> <p>20 the lawyer, legal services.</p> <p>21 Q They paid for Bill Ramey?</p> <p>22 A Yes.</p> <p>23 Q The next sentence you say is, quote, "I am</p> <p>24 disappointed of lacking the preparation for the new</p> <p>25 filings against the long list of CDN operators that</p> <p style="text-align: right;">26</p>	<p>1 other part, to find the funding and invest in those</p> <p>2 cases. That's their profession to my understanding.</p> <p>3 Q And does that service include ongoing</p> <p>4 advisement as to the strategy of the litigation?</p> <p>5 A Excuse me. You have to repeat --</p> <p>6 MR. ZITO: I'm going to --</p> <p>7 THE WITNESS: What is ongoing?</p> <p>8 MR. ZITO: I'm objecting.</p> <p>9 MS. LAMKIN: Continuing.</p> <p>10 MR. ZITO: I need to interject an objection</p> <p>11 here and an instruction. You can answer yes or no, as</p> <p>12 far as advice that would be of legal nature, not</p> <p>13 investment nature, but I caution the witness not to</p> <p>14 discuss any of the substance of any advice of a legal</p> <p>15 nature that you got from -- if you got any advice of a</p> <p>16 legal nature from AIPI. Thank you.</p> <p>17 Now, go ahead and answer the question.</p> <p>18 Q (By Ms. Lamkin) Yes or no, Mr. Valjakka: Does</p> <p>19 AIPI provide --</p> <p>20 A Answer --</p> <p>21 Q -- provide -- just a moment, sir.</p> <p>22 Yes or no: Does AIPI provide ongoing advice</p> <p>23 as to the litigation strategy?</p> <p>24 A Yes.</p> <p>25 Q Thank you. In the next paragraph you say,</p> <p style="text-align: right;">28</p>



<p>1 "The funding side is still unanswered, and I have no                  2 options," unquote. What did you mean by that?                  3 A I need to -- excuse me. I need to read the                  4 whole chapter to get the idea of or context. To me, it                  5 appears that I have been -- because I haven't been                  6 answered of these things, the funding situation --                  7 situation in this litigation we need to start searching                  8 for other administrators.                  9 Q You were communicating --                  10 A -- that they changed the agreements. So it's                  11 normal conversation I would say.                  12 Q You were communicating to AIPI that if they                  13 didn't provide more funding, you would have to seek                  14 additional litigation funding?                  15 A No, that -- that was not the way or tone. The                  16 idea was that since we are not assured of -- that this                  17 is confirmed and fixed funding, so we need to prepare                  18 for other options as well.                  19 Q What would those other options be?                  20 A Some local -- local Finnish investors and Omni                  21 Bridgeway was one option Mr. Hietalahti had discussed                  22 with . . .                  23 Q You talked to Omni Bridgeway about providing                  24 additional litigation funding; correct?                  25 A Yeah. That was one contact Mr. Hietalahti</p> <p style="text-align: right;">29</p>	<p>1 specific funding, especially for -- against Netflix.                  2 Q Has any entity -- entity or person other than                  3 AIPI provided funding for the campaign?                  4 A In Finland, for the Finnish side, for CDN,                  5 yes.                  6 Q Who was that?                  7 A CDN Licensing is private investor.                  8 Q What are their names?                  9 A His name, I don't even remember his company's                  10 name.                  11 MR. ZITO: I'm going to object. This is                  12 outside of the scope. I believe the scope of this --                  13 this discovery is proceeds from -- well, the proceeds                  14 from the Netflix is how it's narrowly described, the                  15 proceeds from the U.S. campaign, and I am unclear as to                  16 whether or not Finnish investing in Finnish litigation,                  17 if that's what he's talking about or if this is Finnish                  18 investing in U.S. litigation --                  19 MS. LAMKIN: Your speaking objections are                  20 improper.                  21 MR. ZITO: (Inaudible.)                  22 MS. LAMKIN: Your speaking objections are                  23 improper. You've made your objection.                  24 MR. ZITO: I'm clarifying as to what was                  25 within the scope.</p> <p style="text-align: right;">31</p>
<p>1 had, and he communicated with them --                  2 Q You also spoke with Burford --                  3 A -- and I communicated locally here.                  4 Q You also spoke with Burford Capital; correct?                  5 A Yeah, at some point, yes, that's true, but                  6 that's a long time ago.                  7 Q Who did you speak with recently about                  8 providing additional litigation funding?                  9 MR. ZITO: Objection, vague.                  10 THE WITNESS: Actually, I haven't recently                  11 spoken with anyone.                  12 Q (By Ms. Lamkin) When did you speak with Omni                  13 Bridgeway?                  14 A I didn't. Mr. Hietalahti did, and that's a                  15 long time ago, maybe a year, so I don't know. They may                  16 have had some communication in between. I can't                  17 remember.                  18 Q Did Omni Bridgeway provide any additional                  19 litigation funding?                  20 A No, not yet.                  21 Q Has any entity other than AIPI provided any                  22 litigation funding for your lawsuit against Netflix?                  23 A There is no specified funding for the                  24 litigation against Netflix. There is a general funding                  25 in question of the campaign. So it's -- I don't see any</p> <p style="text-align: right;">30</p>	<p>1 Q (By Ms. Lamkin) Mr. Valjakka, what's the name                  2 of the person in Finland that provided funding to CDN                  3 Licensing?                  4 MR. ZITO: Objection, outside the scope.                  5 Q (By Ms. Lamkin) Mr. Valjakka?                  6 MR. ZITO: (Inaudible.)                  7 THE REPORTER: I'm sorry. I didn't hear that.                  8 Q (By Ms. Lamkin) Mr. Valjakka, are you going to                  9 answer my question?                  10 A Excuse me. I have a slight technical problem.                  11 MS. LAMKIN: Why don't we go off the record                  12 while you fix your technical problem.                  13 THE WITNESS: Yeah, I hope so.                  14 MS. LAMKIN: Is that all right?                  15 THE WITNESS: Yeah.                  16 THE VIDEOGRAPHER: Thank you. We are now                  17 going off the video record. The time is 7:55 a.m.                  18 (Whereupon, a break was taken from                  19 7:55 a.m. to 8:09 a.m.)                  20 THE VIDEOGRAPHER: We are now on the video                  21 record. The time is 8:09 a.m.                  22 Q (By Ms. Lamkin) Mr. Valjakka, you know you're                  23 still under oath?                  24 A Yeah.                  25 Q You said you were having technical</p> <p style="text-align: right;">32</p>

<p>1 difficulties. What were the difficulties?</p> <p>2 A Yeah, I had technical difficulty.</p> <p>3 Q What was the difficulty?</p> <p>4 A I don't know, actually. It was -- I was first</p> <p>5 suspecting somebody monitoring this event because this</p> <p>6 is not encrypted properly, so -- so I would suggest for</p> <p>7 the operator of this technology to consider an</p> <p>8 end-to-end encryption to this evidence because this</p> <p>9 is -- I have to go to my logs later on. I don't have</p> <p>10 time now. So I will check if there is somebody trying</p> <p>11 to interfere in this session.</p> <p>12 Q Why did you believe someone was trying to</p> <p>13 interfere with this session?</p> <p>14 A Well, it looked like the screen went crazy,</p> <p>15 and there could be millions of reasons. I'm not</p> <p>16 suspecting a first option as a hacker, but there --</p> <p>17 there was something abnormal.</p> <p>18 Q What looked abnormal to you, sir?</p> <p>19 A That opened something that I didn't command to</p> <p>20 open.</p> <p>21 Q What opened?</p> <p>22 A Applications.</p> <p>23 Q Which?</p> <p>24 A PowerPoint application and my file system, but</p> <p>25 now it's calm. It's okay. I didn't reboot. I just</p> <p style="text-align: right;">33</p>	<p>1 A I think the original was 200,000 euros.</p> <p>2 Q Other than this individual in Finland and</p> <p>3 AIPI, has CDN Licensing received any other funding?</p> <p>4 A AIPI is a funder -- is not a funder of CDN</p> <p>5 Licensing. So it's -- it's this -- Mr. Tony is the only</p> <p>6 investor in -- aside -- aside we founders.</p> <p>7 Q What entity does AIPI fund?</p> <p>8 A Lauri Valjakka's patent litigation campaign in</p> <p>9 the United States of America. I have an agreement with</p> <p>10 AIPI Solution, not CDN Licensing. And the patents are</p> <p>11 assigned to me. So I am the other part -- party of the</p> <p>12 agreement with the funding in the U.S.</p> <p>13 Q AIPI's funding agreement is with you</p> <p>14 personally; correct?</p> <p>15 A It's more than funding agreement. It's also</p> <p>16 agreement to help with -- with, you know, evaluations</p> <p>17 and networking and so forth. One important part is, of</p> <p>18 course, the lawyers, and that's been done the way we</p> <p>19 agreed.</p> <p>20 Q What do you mean when you say one important</p> <p>21 part is the lawyers? Do you mean paying --</p> <p>22 A Yeah, organizing --</p> <p>23 Q -- or billing the law firms?</p> <p>24 A -- the legal help in the U.S. and organizing</p> <p>25 the funding. That's the case.</p> <p style="text-align: right;">35</p>
<p>1 checked the virus detection and no alert. Something</p> <p>2 went --</p> <p>3 Q Did you communicate --</p> <p>4 A -- was wrong.</p> <p>5 Q Did you communicate with anyone over the</p> <p>6 break, Mr. Valjakka?</p> <p>7 A No, no. No, no, no. I can do this myself.</p> <p>8 Q Are you communicating with anyone during the</p> <p>9 deposition?</p> <p>10 A No.</p> <p>11 Q When we -- right before we broke, the question</p> <p>12 I asked you before you had technical difficulty was:</p> <p>13 What is the name of the investor in Finland investing in</p> <p>14 CDN Licensing?</p> <p>15 A Actually, I don't know the person, and he has</p> <p>16 got a company, the name of which I forgot. I didn't</p> <p>17 have time to check the documents. I would find it</p> <p>18 easily, but Tony was his first name. I don't remember</p> <p>19 his surname. He has --</p> <p>20 Q Can you spell --</p> <p>21 A -- companies that he invested in CDN Licensing</p> <p>22 in terms of a loan with interest.</p> <p>23 Q Does he own equity in CDN Licensing?</p> <p>24 A No.</p> <p>25 Q What is the form of his investment?</p> <p style="text-align: right;">34</p>	<p>1 Q What other services does AIPI provide to you?</p> <p>2 A Well, all kinds of services have been placed</p> <p>3 during the past two years, like claim charge evaluations</p> <p>4 and networking to people who can do technical things and</p> <p>5 evaluate those and so forth, patent-related issues. So</p> <p>6 all services they list in their website are included in</p> <p>7 the agreement -- not all, of course, used but some of</p> <p>8 them. Funding is the one side, and the networking is</p> <p>9 the other side and managing the networking.</p> <p>10 Q Does AIPI supervise your technical experts in</p> <p>11 this case?</p> <p>12 A No.</p> <p>13 Q Who does that?</p> <p>14 A I do with my local Finnish team.</p> <p>15 Q You and your Finnish attorneys manage the</p> <p>16 technical experts in this case?</p> <p>17 A No. My technical advisors and my network here</p> <p>18 in Finland is number one evaluation team.</p> <p>19 Q What are the names of the people on that team?</p> <p>20 A One of them is Ahti Muhonen.</p> <p>21 Q Can you spell that for the court reporter,</p> <p>22 please?</p> <p>23 A A-H-T-I, M-U-H-O-N-E-N.</p> <p>24 Q Who else is on your Finnish team?</p> <p>25 A He used to work for Nokia Mobile and was the</p> <p style="text-align: right;">36</p>

<p>1 chair of their IP director group for about 12 years, and  2 he's -- he's a guy who has filed approximately 180  3 patent applications, and he is the first mentioned  4 inventor of about 140 U S patents, issued patents  5 and --  6 Q Who else on your Finnish team, sir?  7 A There are my software engineers within the  8 team of various companies And for instance, Misa  9 Munday (phonetic), who is one of my advisors and  10 software engineer, inventor, and Harri Hursti, who is --  11 who is working in the U S He is advisor for NSA, FBI,  12 CIA, and Pentagon  13 Q What are your current sources of income,  14 Mr Valjakka?  15 A I am a pensionist I am a senior citizen  16 these days and that's -- that's how I try to cope,  17 and -- and CDN has -- CDN Licensing Finland has been my  18 previous provider  19 Q When was the last?  20 A 2021 and 2022 but not now  21 Q You have not received any money from CDN  22 Licensing in 2023?  23 A No  24 Q Why is that?  25 A It's -- the company situation is so</p> <p style="text-align: right;">37</p>	<p>1 Q And the second source of income is from  2 settlement proceeds from the campaign asserting the 167  3 and the 102?  4 A Yes  5 Q I just want to be perfectly clear CDN  6 Licensing and you both received some of the settlement  7 proceeds from the other defendants in this litigation  8 campaign?  9 A Yes, after the U S costs first taken away and  10 that we -- we recorded its net proceeds after the costs  11 and everything in the U S First, the money goes to the  12 lawyer and then they reduce their -- their costs, and  13 then what is next after everything comes to CDN Finland  14 Now that's -- we regard as net proceeds  15 Q Where is AIPI in that process?  16 A Well, they organize this funding, and they  17 control where the money goes and how it comes to Finland  18 after -- after reducing all the U S costs, whatever  19 they might be  20 Q So the money goes -- from the defendants that  21 settled, the money goes first to Bill Ramey, then to  22 AIPI, and then to CDN Licensing; is that correct?  23 A That's correct, but --  24 Q How much money -- how much money has CDN  25 Licensing received so far in this campaign?</p> <p style="text-align: right;">39</p>
<p>1 Q The company situation is what, sir?  2 A It's actually, currently, on hold in regards  3 of this litigation so . . . . So there is no income  4 from CDN Licensing currently.  5 Q Between --  6 A And whenever there has been, we have produced  7 to you literally quite recently. So please review those  8 documents, and you'll see I cannot remember every  9 detail.  10 Q But you do know you haven't received any  11 income from CDN Licensing in 2023?  12 A Yes, that's correct.  13 Q And for the money that you received from CDN  14 Licensing in '21 and '22, where did that money come  15 from?  16 A Partly from the company loan and then the  17 settlement agreements share that was a net payment to  18 CDN Licensing from the U.S.  19 Q So the two sources of income -- I just want to  20 make sure I understand them. The two sources of income  21 for money that you received from CDN Licensing in '21  22 and '22, the first source was from this 200,000 euro  23 loan that we were just talking about from the investor  24 in Finland; is that correct?  25 A Yes.</p> <p style="text-align: right;">38</p>	<p>1 A I can't remember precise sums, but you have  2 the answer in written, you know, official replies So  3 check out from there, but something like 500,000-plus  4 Q AIPI recommended Bill Ramey to you; correct?  5 A Correct  6 Q And you hired Bill Ramey because of AIPI's  7 recommendation?  8 A Yes  9 Q And Mr Ramey is paid by the hour; correct?  10 A Yes  11 Q Mr Ramey does not receive a percentage of the  12 litigation proceeds; correct?  13 A Correct  14 MS LAMKIN: I'm marking as Exhibit 4 a  15 document bearing the Bates range LV-CUVTA 000033 to 38  16 (Whereupon, Deposition Exhibit 4 was  17 marked for identification )  18 Q (By Ms Lamkin) Mr Valjakka, same process  19 Please download and review, and let me know when you're  20 ready for questions  21 A Yeah Un momento (Spanish)  22 Q Mr Ramey (sic), why did you get up -- I'm  23 sorry Mr Valjakka, why did you get up?  24 A I just fetched something to drink  25 Q Okay</p> <p style="text-align: right;">40</p>

<p>1 A Sorry.</p> <p>2 Q It's okay.</p> <p>3 A And downloaded this document which is from</p> <p>4 Onni Hietalahti to William Ramey, myself and the group</p> <p>5 listed --</p> <p>6 Q The group at AIP?</p> <p>7 A Group of AIP and -- yeah. And Mr. Cutalano</p> <p>8 and Matti Saraheimo.</p> <p>9 Q Do you recognize this document?</p> <p>10 A I'm just trying to get some understanding,</p> <p>11 what it's all about.</p> <p>12 MR. ZITO: Still (inaudible). This is</p> <p>13 privileged.</p> <p>14 THE WITNESS: I don't see -- I don't see any</p> <p>15 content before -- hmm.</p> <p>16 Q (By Ms. Lamkin) Production --</p> <p>17 A Note to self -- note to self, electronic</p> <p>18 filing, California Northern District. That's 000036.</p> <p>19 Q Looking at that page, Mr. Valjakka, ending in</p> <p>20 36, this is an email where Bill Ramey is forwarding</p> <p>21 something from the court in the Netflix matter; correct?</p> <p>22 A I have never seen this before, so I would like</p> <p>23 to spend a little time to review it first if you allow</p> <p>24 me.</p> <p>25 Q Of course. Of course. This is your name in</p> <p style="text-align: right;">41</p>	<p>1 unquote. Do you see that sentence, sir?</p> <p>2 A Yeah.</p> <p>3 Q Did you read the transcript of the preliminary</p> <p>4 hearing that served as the Court's order?</p> <p>5 A Actually, I didn't.</p> <p>6 Q You did or did not, sir?</p> <p>7 A Did not.</p> <p>8 Q Did your attorney -- did your attorney send</p> <p>9 you the transcript of the PI hearing?</p> <p>10 A I'm sure they did.</p> <p>11 Q Sir, are you guessing? Do you know whether or</p> <p>12 not your attorney sent you the transcript of the PI</p> <p>13 hearing?</p> <p>14 A I'm not guessing. He must have sent it to me.</p> <p>15 Q Why do you believe he must have sent it to</p> <p>16 you?</p> <p>17 A Otherwise, it would be weird if -- if didn't,</p> <p>18 but I haven't actually seen this myself before now.</p> <p>19 Q But you do not know whether or not your</p> <p>20 attorneys actually sent you the transcript from the PI</p> <p>21 hearing; correct?</p> <p>22 A I know of this, but I don't remember seeing</p> <p>23 this specific email.</p> <p>24 Q Sir, I'm asking you about the email. I'm</p> <p>25 asking you about the transcript of the PI hearing. Did</p> <p style="text-align: right;">43</p>
<p>1 the recipient box; correct?</p> <p>2 MR. ZITO: Ramey forwarded it. (Inaudible)</p> <p>3 THE REPORTER: I'm sorry. Defense -- I mean</p> <p>4 Plaintiff's Counsel, did you say something?</p> <p>5 MR. ZITO: I was trying to figure out which</p> <p>6 page number we were looking at. I have it now. Thank</p> <p>7 you.</p> <p>8 Q (By Ms. Lamkin) Mr. Valjakka, did you receive</p> <p>9 this email?</p> <p>10 A Not -- I haven't seen this email before in my</p> <p>11 life.</p> <p>12 Q Your name is in the recipient box, but you</p> <p>13 don't think you read it?</p> <p>14 A No.</p> <p>15 Q Is that your name in the recipient box,</p> <p>16 Mr. Valjakka?</p> <p>17 A Yes. For some reason --</p> <p>18 Q But you don't believe you read the email?</p> <p>19 A I should see maybe the end.</p> <p>20 Q If you turn the next page, Mr. Valjakka, to</p> <p>21 the Bates range ending in 37, I'm going to read the</p> <p>22 first two lines into the record. It says, quote, "The</p> <p>23 Court issued its ruling from the bench and parties are</p> <p>24 advised that they may obtain copies of the transcript of</p> <p>25 the proceeding, which will serve as the written order,"</p> <p style="text-align: right;">42</p>	<p>1 your attorneys send you the transcript of the PI</p> <p>2 hearing?</p> <p>3 A Yes, they did.</p> <p>4 Q When?</p> <p>5 A I can't remember.</p> <p>6 Q Your testimony under oath here today, though,</p> <p>7 is that your attorneys --</p> <p>8 A I can't remember.</p> <p>9 Q -- sent you --</p> <p>10 A I get millions of emails every day. Please.</p> <p>11 I can't remember the date.</p> <p>12 Q Do you know for a fact that your attorneys</p> <p>13 sent you the transcript of the PI hearing?</p> <p>14 A Yes.</p> <p>15 Q For a fact, your attorneys sent you the</p> <p>16 transcript of the PI hearing?</p> <p>17 MR. ZITO: Asked and answered.</p> <p>18 THE WITNESS: I was informed by phone --</p> <p>19 through phone conversation, but I didn't read it.</p> <p>20 Q (By Ms. Lamkin) Sir, it's a different question.</p> <p>21 Please answer my question. Do you know for a fact that</p> <p>22 your attorneys sent you the transcript of the PI</p> <p>23 hearing?</p> <p>24 A Well, answer is no.</p> <p>25 Q Thank you. Well, your testimony here today is</p> <p style="text-align: right;">44</p>

<p>1 that you had a phone -- please just answer yes or no;</p> <p>2 don't tell me the substance.</p> <p>3 Your testimony here today is that your</p> <p>4 attorneys had a phone call with you about the substance</p> <p>5 of the transcript of the PI hearing?</p> <p>6 Mr. Valjakka?</p> <p>7 A I don't -- I don't understand the concept now</p> <p>8 or context of this question at all. So what should I</p> <p>9 know or not?</p> <p>10 Q My question is this: Do you have any</p> <p>11 knowledge of the transcript, the contents of the</p> <p>12 transcript from the Court's PI hearing?</p> <p>13 A I have -- yes. The answer is yes.</p> <p>14 Q And how did you obtain that knowledge?</p> <p>15 A I received the link, link to the documents.</p> <p>16 Q You received a link to the transcript of the</p> <p>17 PI hearing?</p> <p>18 A Yes.</p> <p>19 Q Who sent you that link?</p> <p>20 A Bill Ramey.</p> <p>21 Q When did Bill Ramey send you a link to the</p> <p>22 transcript of the PI hearing?</p> <p>23 A I can't remember. Really hard to remember all</p> <p>24 the details. Truly, there is a lot of communication</p> <p>25 everywhere.</p> <p style="text-align: right;">45</p>	<p>1 A No.</p> <p>2 Q How did you understand the scope of the</p> <p>3 Court's order if you didn't read the transcript?</p> <p>4 A Because it was explained to me.</p> <p>5 Q What was explained to you?</p> <p>6 A What it means.</p> <p>7 Q What specifically was explained to you?</p> <p>8 MR. ZITO: I'm going to caution that we are</p> <p>9 getting into the area of legal advice and privileged</p> <p>10 communication. Without specifically stating what</p> <p>11 attorneys said to you, you can answer to the extent of</p> <p>12 what you understood the preliminary injunction to be,</p> <p>13 but don't -- don't say specifically what any attorney</p> <p>14 specifically said to you.</p> <p>15 THE WITNESS: Okay. I understood the</p> <p>16 disposition that if there should be any proceeds in the</p> <p>17 United States, they would be put in the hold for U.S.</p> <p>18 costs, including whatever related to this case, and</p> <p>19 that's how it has been always. We don't get anything</p> <p>20 here to Finland after -- before the costs. It doesn't</p> <p>21 change anything.</p> <p>22 Q (By Ms. Lamkin) Your understanding is that</p> <p>23 wherever the remaining settlement proceeds are, they had</p> <p>24 to stay put; correct?</p> <p>25 A No. I understand it's dealing with Netflix</p> <p style="text-align: right;">47</p>
<p>1 Q But your testimony here today, under oath, is</p> <p>2 that Bill Ramey sent you a link to the transcript of the</p> <p>3 PI hearing?</p> <p>4 A I have to ask for a consultancy with my lawyer</p> <p>5 because I don't understand the question and the</p> <p>6 relevancy. So I have to understand why are you asking</p> <p>7 this question and what it means.</p> <p>8 Q Sir, the Court issued an injunction against</p> <p>9 you, and the Court said that the order -- the actual</p> <p>10 injunction is contained in the transcript. So it's</p> <p>11 material to your compliance with the Court's injunction</p> <p>12 that you knew what the actual order was. And so I'm</p> <p>13 asking you: Did you read the transcript for the Court's</p> <p>14 PI hearing?</p> <p>15 A I didn't -- I didn't read it --</p> <p>16 Q Was it sent to you?</p> <p>17 A -- but I am aware of it.</p> <p>18 Q Was the transcript sent to you, sir?</p> <p>19 A A link to it, yes.</p> <p>20 Q Bill Ramey sent you a link to the transcript?</p> <p>21 I know I've asked it. I just want to end this line of</p> <p>22 inquiry. Is that a yes?</p> <p>23 A Yes.</p> <p>24 Q And upon receiving that link, did you read the</p> <p>25 transcript?</p> <p style="text-align: right;">46</p>	<p>1 and nothing else.</p> <p>2 Q What do you mean by that, sir?</p> <p>3 A If there should be some proceeds from Netflix</p> <p>4 that -- that would deal -- that would be dealing with</p> <p>5 this, or if it's outside the net income. I don't</p> <p>6 understand how it -- how else it could be first. Money</p> <p>7 don't come to Finland.</p> <p>8 Second, it is what is left of the U.S.</p> <p>9 responsibilities might come to Finland, and that was the</p> <p>10 CDN Licensing -- CDN Licensing's role, not me. I don't</p> <p>11 want to pay 57 percent, by the way. So we'll see.</p> <p>12 Q What did you mean when you said your</p> <p>13 understanding was that it was limited to Netflix?</p> <p>14 A Who else?</p> <p>15 Q Do you understand that the injunction applies</p> <p>16 to all the settlement monies paid by all the defendants?</p> <p>17 A No.</p> <p>18 Q That was not explained to you?</p> <p>19 A No. What I understand is is this case is</p> <p>20 between me and Netflix --</p> <p>21 Q I'm asking about the injunction.</p> <p>22 A -- not any -- not any other defendant or</p> <p>23 settled parties.</p> <p>24 Q So you do not understand that the injunction</p> <p>25 applies to all monies to settle the cases for all</p> <p style="text-align: right;">48</p>

<p>1 defendants in this campaign?</p> <p>2 A How -- how could it be? If there should be</p> <p>3 something that would be -- should be recovered or</p> <p>4 covered by the proceeds in the U.S. -- the U.S. cost</p> <p>5 comes first, whatever it is, Netflix, legal costs or</p> <p>6 whatever -- whatsoever costs will be first taken away</p> <p>7 from the top and then net income would appear in a bank</p> <p>8 account in Finland.</p> <p>9 Q I'm going to mark as Exhibit 5 --</p> <p>10 A That is the original idea and original</p> <p>11 agreement. So I don't see the point of this whole</p> <p>12 thing.</p> <p>13 Q You don't see the point of what whole thing,</p> <p>14 sir?</p> <p>15 A I don't see the point that you asked me to --</p> <p>16 are you asking me to pay back what [REDACTED] has paid or</p> <p>17 [REDACTED] or [REDACTED] or [REDACTED]? What is your</p> <p>18 point?</p> <p>19 Q Sir, I'm just asking if you understand the</p> <p>20 scope of the PI?</p> <p>21 A That's not the scope. I don't understand. I</p> <p>22 understand it's dealing with Netflix; nothing else.</p> <p>23 Q And which of your attorneys -- just by name,</p> <p>24 not substance, which of your attorneys explained the</p> <p>25 Court's preliminary injunction to you?</p> <p style="text-align: right;">49</p>	<p>1 MS. LAMKIN: I have marked as Exhibit 5 a</p> <p>2 document documented titled Plaintiff Lauri Valjakka's</p> <p>3 Responses and Objections to Defendant Netflix Amended</p> <p>4 CUVTA Discovery.</p> <p>5 (Whereupon, Deposition Exhibit 5 was</p> <p>6 marked for identification.)</p> <p>7 Q (By Ms. Lamkin) Please download, sir, and let</p> <p>8 me know when you're ready for questions.</p> <p>9 A I have downloaded this and received.</p> <p>10 Q Do you recognize this document, sir?</p> <p>11 A Yes.</p> <p>12 Q What is it?</p> <p>13 A It's Plaintiff Lauri Valjakka's Responses and</p> <p>14 Objections to Defendant Netflix Incorporation's Amended</p> <p>15 C-U-F-V-T-A Discovery.</p> <p>16 Q Did you draft the responses in this document?</p> <p>17 A My lawyers drafted and I have seen this.</p> <p>18 Q The lawyers drafted the responses in this</p> <p>19 document?</p> <p>20 A I am a partner in drafting it.</p> <p>21 Q Are the responses in this document true?</p> <p>22 A Excuse me. I have to spend a little time to</p> <p>23 read it through, see that this is the final version.</p> <p>24 Yes.</p> <p>25 Q Sir, was that an answer to my question? Are</p> <p style="text-align: right;">51</p>
<p>1 A My level -- I never made something like this</p> <p>2 before in my life, so I don't quite understand this --</p> <p>3 the whole -- whole idea of this preliminary injunction,</p> <p>4 but what we are talking about here now is maybe the CDN</p> <p>5 Licensing's role of this. We didn't know anything of</p> <p>6 this opportunity or this kind of thing when we</p> <p>7 established it, so I don't know.</p> <p>8 Q Which of your attorneys --</p> <p>9 A Agreement with -- agreement with AIPI</p> <p>10 Solutions includes the cost of the U.S. part. U.S. side</p> <p>11 costs shall always be reduced first and paid first, and</p> <p>12 then what is the net income, it -- or proceed will come</p> <p>13 to Finland and that's the deal. That's how we did it.</p> <p>14 Q Sir, my question --</p> <p>15 A That's the purpose of everything. That's the</p> <p>16 purpose of -- other purpose of --</p> <p>17 Q Mr. Valjakka, I only have three hours. I need</p> <p>18 you to, please, answer the question that I am asking</p> <p>19 you.</p> <p>20 What is the name of the attorney that</p> <p>21 explained the Court's preliminary injunction order to</p> <p>22 you?</p> <p>23 A Bill Ramey.</p> <p>24 Q Anyone else?</p> <p>25 A No.</p> <p style="text-align: right;">50</p>	<p>1 you saying "yes" to the question --</p> <p>2 A Yes.</p> <p>3 Q -- or that yes, the responses are true?</p> <p>4 A The answer is yes.</p> <p>5 Q Sir, if you could please turn to page 4.</p> <p>6 A Yes.</p> <p>7 Q At the bottom of page 4, I'm going to read</p> <p>8 RFA1 into the record. Quote, "The monies Mr. Valjakka</p> <p>9 received from settlements in this litigation comprise</p> <p>10 the entirety of Mr. Valjakka's net worth," unquote.</p> <p>11 And then do you see the response? The</p> <p>12 response says, quote, "Not admitted. Mr. Valjakka has</p> <p>13 not received any monies from this litigation," unquote.</p> <p>14 Is that true, Mr. Valjakka, that you have received no</p> <p>15 money from this litigation?</p> <p>16 A No money from the Netflix litigation. Yes,</p> <p>17 that's correct.</p> <p>18 Q If you could turn the page, sir.</p> <p>19 A Excuse me?</p> <p>20 Q Turn the page to page 5, please, sir.</p> <p>21 A Yes, I am on page 5.</p> <p>22 Q Do you see RFA2 where it says, "Admitted,</p> <p>23 Mr. Valjakka earns all of his income from CDN</p> <p>24 Licensing." Do you see that?</p> <p>25 A Yes.</p> <p style="text-align: right;">52</p>



<p>1 Q So your two sources of income are your pension 2 and CDN Licensing; correct?</p> <p>3 A Correct.</p> <p>4 Q You have no other sources of income?</p> <p>5 A Correct.</p> <p>6 Q If you look at the bottom of page 5, it says, 7 "Mr. Valjakka understands that the lawyers from Kenealy 8 Vaidya, LLP, have been paid on an hourly basis for this 9 action"; is that true?</p> <p>10 A Yes.</p> <p>11 Q What is the role of Kenealy Vaidya, LLP?</p> <p>12 A Excuse me. I didn't hear well.</p> <p>13 Q What is this law firm's role?</p> <p>14 A Ramey, LLP.</p> <p>15 Q This is a separate law firm, sir. Keneally 16 Vaidya, LLP.</p> <p>17 A That's -- that's another company in connection 18 to AIPI. They have been --</p> <p>19 Q What do they do?</p> <p>20 A They have been assisting.</p> <p>21 Q In what way?</p> <p>22 A Details I cannot say but preparation in some 23 way.</p> <p>24 Q You don't know what this law firm does?</p> <p>25 A Before -- you have to ask AIPI people to</p> <p style="text-align: right;">53</p>	<p>1 Q What does IP Case Group receive in this 2 campaign?</p> <p>3 A I have no idea.</p> <p>4 Q Do you have an agreement with IP Case Group?</p> <p>5 A No. I have an agreement with AIPI Solutions.</p> <p>6 Q And it's your understanding that AIPI, not IP 7 Case Group, is the entity that receives litigation funds 8 from this campaign?</p> <p>9 A I don't -- I don't understand that. It's -- 10 it's AIPI's responsibilities, and that's not my -- my -- 11 under my control anyhow.</p> <p>12 Q In the middle of page 6 it says, quote, "CDN 13 Licensing Oy is currently dissolved," unquote. Is that 14 true, sir?</p> <p>15 A That's true.</p> <p>16 Q If Netflix or any other entity pays money as a 17 royalty on the 167 patent, how will you receive that 18 money?</p> <p>19 A I could name -- I would say that -- sorry. My 20 Finnish thinking. Back to the start. So first, the 21 money comes to the U.S. lawyer, and as I explained, what 22 is left of the costs after the costs in the U.S. will 23 appear to Finland.</p> <p>24 Q Would you receive that money in your personal 25 capacity?</p> <p style="text-align: right;">55</p>
<p>1 clarify what the details are I don't know It's not 2 my stuff</p> <p>3 Q Why are you directing me to ask AIPI? What do 4 you know about the relationship between AIPI and Kenealy 5 Vaidya, LLP?</p> <p>6 A Eric Morehouse is the link</p> <p>7 Q How so?</p> <p>8 A That's how I understood it, and they have 9 freedom to use subcontracted service providers as much 10 as they want as it's relevant</p> <p>11 Q What's the relationship between Eric Morehouse 12 and Kenealy Vaidya, LLP?</p> <p>13 A I don't know the details I have an agreement 14 with AIPI Solutions</p> <p>15 Q On the next page, sir, page 6</p> <p>16 A Yes, I am there</p> <p>17 Q At the top it says Mr. Valjakka understands 18 that IP Case Group, LLC, is a company owned and funded 19 by AIPI Is that true?</p> <p>20 A Yes</p> <p>21 Q How did you come to that understanding?</p> <p>22 A Because it was what I was told</p> <p>23 Q Which entity, Case Group or AIPI, are the 24 recipient of the litigation funds in this campaign?</p> <p>25 A In my agreement it's AIPI</p> <p style="text-align: right;">54</p>	<p>1 A It's not wise. I would use a company to 2 receive it. I could name -- according to Finnish laws, 3 I can name whoever to receive, even Santa Claus if I so 4 wanted.</p> <p>5 Q Which company --</p> <p>6 A I could say pay to -- pay to -- if Netflix is 7 to pay, I would say -- name anyone, any entity that I am 8 interested in or in connection. I don't have to own 9 that company even, but it's unwise so I had --</p> <p>10 Q Do you have a specific company in mind --</p> <p>11 A I would say -- I would say it's not wise to 12 take to personal account because of the taxation 13 reasons. Would you like to pay 57 percent of possible 14 proceeds yourself? No, I wouldn't. So 20 percent or 15 25 percent for the company is much wiser. It's 16 different but still, much wiser.</p> <p>17 Q Mr. Valjakka, do you have a specific company 18 in mind to receive litigation funds on your behalf?</p> <p>19 A It used to be CDN Licensing, but let's see 20 first what the outcome of this all shall be.</p> <p>21 Q Sir, please answer the question that I am 22 asking.</p> <p>23 Do you have a specific company in mind to 24 receive the litigation funds?</p> <p>25 A No.</p> <p style="text-align: right;">56</p>



<p>1 Q Okay. And do you have the dissolution papers 2 for CDN Licensing? 3 A Yes. I have signed it. 4 Q Did you give the dissolution papers to your 5 attorneys? 6 A Yes. 7 Q You gave the dissolution papers for CDN 8 Licensing to your counsel? 9 A Yes. 10 Q Which counsel? 11 A Onni Hietalahti. 12 Q Did you give the dissolution papers to any of 13 your U.S. counsel? 14 A He may have but not me. I'm sure he did. 15 Q Why are you sure? 16 A That was expected, so yes, I'm sure he did. 17 Q Please turn to page 7. 18 A Yes. 19 Q The last sentence says, quote, "Forming CDN 20 Licensing also assisted in obtaining financial 21 investment for litigation from Scarabaeus Sacer Oy in 22 2022," unquote. Do you see that sentence? 23 A Sorry. I was a bit behind you. That's the 24 investor, Scarabaeus Sacer Oy in 2022, yes. 25 Q That's the company that you were thinking of</p> <p style="text-align: right;">57</p>	<p>1 A Yes, yes. 2 Q Was Eric Morehouse involved in the decision to 3 form CDN Licensing? 4 A No. 5 Q And whose idea was it to cancel the license to 6 CDN Licensing? 7 A I think it was Onni Hietalahti's decision, but 8 I don't know whose idea it was originally but -- because 9 of the situation, so that's -- 10 Q Because of what situation? 11 A Well, with this evaluation of 12 responsibilities. So I don't know whose idea it was. 13 My answer is I don't know. 14 Q This is a yes-or-no question. Was Bill Ramey 15 involved in the decision to cancel CDN Licensing? 16 A No. 17 Q Was Eric Morehouse involved in the decision to 18 cancel CDN Licensing? 19 A No. 20 Q I just want to be really clear on this. Was 21 Bill Ramey involved in the decision to cancel CDN 22 Licensing? 23 A No. It's a Finnish company. It has to be 24 decided here between the shareholders, over here, 25 decide -- or we had to decide ourselves so shareholders'</p> <p style="text-align: right;">59</p>
<p>1 earlier that gave 200,000? 2 A Yes, yes, yes. I just forgot the name. 3 Q How did you receive funds from CDN Licensing 4 in 2021? 5 A I think it was partly from the early 6 settlements or -- or the loan. I can't remember which 7 happened first, but you have my answers, and I think the 8 details are there. 9 Q Whose idea was it to form CDN Licensing? 10 A I think we came -- we alternated, maybe Onni 11 and me and Matti Saraheimo, and decided that should be 12 another company to -- to get the funding for it and to 13 minimize the taxation if -- if we are receiving any 14 proceeds from any -- any patent litigation, so -- 15 Q Don't tell me the substance of -- 16 A It wasn't anyone's specific idea. It was a 17 joint decision after thinking it over, what should be 18 done and what not. I asked the guys for a meeting, and 19 we had that meeting, and in that we decided to establish 20 the company. 21 Q This is a yes-or-no question. Was Bill Ramey 22 involved in that decision? 23 A No. We didn't know Bill Ramey at that time. 24 Q You formed CDN Licensing before AIPI 25 introduced you to Bill Ramey?</p> <p style="text-align: right;">58</p>	<p>1 decision. 2 Q Mr. Ramey (sic), we have been going about 3 another hour. Do you want to take a ten-minute break? 4 A Yeah. 5 Q And I apologize -- 6 A That's fine. 7 MS. LAMKIN: -- I said Mr. Ramey. 8 Mr. Valjakka. Okay. Come back in ten minutes. 9 THE VIDEOGRAPHER: Thank you. We are now 10 going off the video record. The time is 9:01 a.m. 11 (Whereupon, a break was taken from 12 9:01 a.m. to 9:13 a.m.) 13 THE VIDEOGRAPHER: We are now back on the 14 video record. The time is 9:13 a.m. 15 Please proceed, Counsel. 16 Q (By Ms. Lamkin) Thank you. Mr. Valjakka, did 17 you speak with anyone during the break? 18 A No. 19 Q No text message? 20 A No, nothing. 21 Q Mr. Valjakka, do you know when the trial date 22 is for the Netflix trial? 23 A I was informed February 23, 2024. 24 Q February 2024? 25 A Yes.</p> <p style="text-align: right;">60</p>

<p>1 MS LAMKIN: I'm going to mark as Exhibit 6 a</p> <p>2 document bearing the Bates range LV-CUVTA 000050 to 58</p> <p>3 (Whereupon, Deposition Exhibit 6 was</p> <p>4 marked for identification )</p> <p>5 THE WITNESS: Yes, I see this document</p> <p>6 Q (By Ms Lamkin) Could you please turn to Bates</p> <p>7 range 55 and 56</p> <p>8 A 55 in front of me</p> <p>9 Q Okay Who drafted this document?</p> <p>10 A Onni Hietalahti</p> <p>11 Q Did Bill Ramey assist in the drafting of this</p> <p>12 document?</p> <p>13 A Actually, I don't know</p> <p>14 Q Is it possible that Bill Ramey --</p> <p>15 A Could be --</p> <p>16 Q Is it possible that Bill Ramey participated in</p> <p>17 the drafting of this document?</p> <p>18 A Cannot remember or not I have to say so</p> <p>19 Q Sir, my question is this: Is it possible that</p> <p>20 Bill Ramey participated in the drafting of this</p> <p>21 document?</p> <p>22 A No</p> <p>23 Q Why do you say that?</p> <p>24 A It came from Onni Hietalahti, and he sent it</p> <p>25 to me and -- for reviewing before electronically</p> <p>61</p>	<p>1 money to be returned?</p> <p>2 A Enough time for getting the money and paying</p> <p>3 it back.</p> <p>4 Q Intentionally picked to be after the Netflix</p> <p>5 trial; correct?</p> <p>6 A No, it's not related just to that. It's</p> <p>7 included, but there are other -- other things going on</p> <p>8 as well, and that's not just directly from that. I say</p> <p>9 no.</p> <p>10 Q The fact that the Netflix trial is in February</p> <p>11 of 2024 was not part of the reason that March 2024 was</p> <p>12 picked in this document?</p> <p>13 A No.</p> <p>14 Q What were the reasons that March 2024 was</p> <p>15 selected as the payment date?</p> <p>16 A Enough time for me.</p> <p>17 Q To do what?</p> <p>18 A The other businesses.</p> <p>19 Q What other businesses?</p> <p>20 A Maybe various. So I'm not willing to share</p> <p>21 that information here. It's not relevant to this case.</p> <p>22 Q Sir, what other businesses?</p> <p>23 MR. ZITO: Objection, outside the scope.</p> <p>24 Q (By Ms. Lamkin) Mr. Valjakka?</p> <p>25 A I have many plans and some -- some ideas under</p> <p>63</p>
<p>1 signing.</p> <p>2 Q If you turn to the document ending in page 56.</p> <p>3 A Page 56, yes.</p> <p>4 Q At the top it says: The Licensor shall return</p> <p>5 the License fee to the Licensee. What does that mean,</p> <p>6 sir?</p> <p>7 A That means that I, as the Licensor, shall</p> <p>8 return the Licensee, CDN Licensing Finland, the amount</p> <p>9 mentioned.</p> <p>10 Q It means CDN Licensing will return the money</p> <p>11 to you personally; correct?</p> <p>12 A Let me spend a little time with the document</p> <p>13 again.</p> <p>14 Yes.</p> <p>15 Q Did you review this document before you signed</p> <p>16 it, Mr. Valjakka?</p> <p>17 A Yes, I did.</p> <p>18 Q Did you understand this document before you</p> <p>19 signed it?</p> <p>20 A Yes.</p> <p>21 Q Do you see the next line that says: The</p> <p>22 return payment shall be made to the Licensee's bank</p> <p>23 account by 31st March 2024. Do you see that?</p> <p>24 A Yes.</p> <p>25 Q Why is March 2024 the date picked for the</p> <p>62</p>	<p>1 way for -- for business entry at the moment. I don't</p> <p>2 know how it comes, but I'm preparing for other things,</p> <p>3 as well. This is not just one thing that I am doing.</p> <p>4 Q And that's the reason you pitched -- picked</p> <p>5 March of 2024 is because of these other things --</p> <p>6 A No. We negotiated and agreed this is -- this</p> <p>7 is enough time for me.</p> <p>8 Q Who did you negotiate with?</p> <p>9 A The CDN Licensing Finland shareholders. Matti</p> <p>10 Saraheimo and Onni Hietalahti and myself, we had a</p> <p>11 meeting over this.</p> <p>12 Q And in this meeting you determined that March</p> <p>13 2024 was the date that the money should be returned?</p> <p>14 A Yes.</p> <p>15 Q And what would be the source of that money?</p> <p>16 A Could be any -- anything that proceeds.</p> <p>17 Q Like what?</p> <p>18 A Some -- some businesses that I'm not going to</p> <p>19 explain here.</p> <p>20 Q Sir, this is --</p> <p>21 A It could be also this case. It could be</p> <p>22 also -- I admit, it could be also this case.</p> <p>23 Q The Netflix trial is the only immediate source</p> <p>24 of income --</p> <p>25 A No.</p> <p>64</p>

<p>1 Q -- under --</p> <p>2 (Simultaneous conversation.)</p> <p>3 THE REPORTER: I'm sorry. Could you repeat</p> <p>4 the question.</p> <p>5 Q (By Ms. Lamkin) The Netflix trial in February</p> <p>6 is the only other source of income, other than your</p> <p>7 pension, that you currently have; correct?</p> <p>8 A Yes, but there are also various options for</p> <p>9 other incomes that I am developing.</p> <p>10 Q Did you and Onni discuss reviving CDN</p> <p>11 Licensing after the Netflix litigation?</p> <p>12 A We haven't agreed anything upon that.</p> <p>13 Q The question is whether or not you discussed</p> <p>14 it.</p> <p>15 A Actually not. We just canceled this deal and</p> <p>16 decided -- let's see what happens. We are preparing</p> <p>17 other ways to cover the responsibilities, explained by</p> <p>18 Onni Hietalahti.</p> <p>19 Q You and Onni never discussed reviving CDN</p> <p>20 Licensing after the litigation?</p> <p>21 A We may have discussed and -- but no decisions,</p> <p>22 anyhow, and we decide -- we discussed a lot, so it could</p> <p>23 be that it's an option, but nothing has been decided --</p> <p>24 Q Sir, my question --</p> <p>25 A -- and will not be decided before this case is</p> <p>65</p>	<p>1 Q Okay. What is this opening salutation spelled</p> <p>2 T-E-R-V-E? What does that mean?</p> <p>3 A Excuse me. What?</p> <p>4 Q The first word in the email, T-E-R-V-E, what</p> <p>5 does that word mean?</p> <p>6 A It's in Finnish, "Hi."</p> <p>7 Q Hi. Okay.</p> <p>8 A Yeah.</p> <p>9 Q Sir, could you please translate the first --</p> <p>10 could you please translate the first sentence in this</p> <p>11 document, in this email.</p> <p>12 A Here are the cancellation agreements, which</p> <p>13 Bill wants to forward onwards as soon as possible, as</p> <p>14 signed.</p> <p>15 Q Bill Ramey?</p> <p>16 A Yes.</p> <p>17 Q Bill Ramey wanted these cancellation</p> <p>18 agreements signed?</p> <p>19 A He wanted to proceed them or forward them</p> <p>20 onwards after we did it, or signed them.</p> <p>21 Q Sir, it's a yes-or-no question: William Ramey</p> <p>22 wanted these agreements signed; correct?</p> <p>23 A Yes.</p> <p>24 Q Okay. Could you please read the next line</p> <p>25 starting with M-E-I-L-L-E. What is that sentence?</p> <p>67</p>
<p>1 over.</p> <p>2 Q Sir, it's a yes-or-no question. Did you and</p> <p>3 Onni discuss reviving CDN Licensing after the</p> <p>4 litigation?</p> <p>5 A No.</p> <p>6 Q Sir, if you could please turn to the page</p> <p>7 ending in 50. Do you recognize this email?</p> <p>8 A Sorry. What page?</p> <p>9 Q Ending in 50, the first page.</p> <p>10 A 50. The first page.</p> <p>11 Q The first page of this document, sir.</p> <p>12 A Yep.</p> <p>13 Q Do you recognize this document?</p> <p>14 A Yes, I do.</p> <p>15 Q What is it?</p> <p>16 A It's the cancellation agreement, 167 and 102</p> <p>17 licenses, and it's dealing with --</p> <p>18 Q This is --</p> <p>19 A -- something to consider and mentioning that</p> <p>20 here are the canceling -- cancellation agreements are</p> <p>21 what Bill wants to put forward as soon as possible, as</p> <p>22 signed, and that for us, something to consider, this</p> <p>23 form --</p> <p>24 Q This is an email from Onni to you?</p> <p>25 A Onni to me and Matti Saraheimo.</p> <p>66</p>	<p>1 A For us to consider</p> <p>2 Q Could you just please translate the first</p> <p>3 sentence under that</p> <p>4 A How shall we return the licenses to effect</p> <p>5 after the trial to bind the company and Lauri, so</p> <p>6 something to consider It doesn't mean the licensee</p> <p>7 should be -- license should be revived or the agreements</p> <p>8 would be revived but how to compensate actually So</p> <p>9 that's -- that's the meaning of it</p> <p>10 Q And it says how to restore the licenses after</p> <p>11 the trial in a binding manner for the company and Lauri;</p> <p>12 correct?</p> <p>13 A Yeah So the company responsibilities must be</p> <p>14 sorted out, one way or another, even though these</p> <p>15 license agreements have been canceled, so</p> <p>16 Q And which company is Onni referring to?</p> <p>17 A CDN Licensing Finland Oy And I'm as -- a</p> <p>18 private person, individual mentioned, and so since it's</p> <p>19 no longer effective, there must be another way to</p> <p>20 compensate or pay the -- pay the -- or cover the</p> <p>21 responsibilities Simple as that</p> <p>22 MS LAMKIN: I'm going to mark as Exhibit 7 a</p> <p>23 document bearing the Bates range LV-CUVTA 000266, ending</p> <p>24 in 276</p> <p>25 ///</p> <p>68</p>

<p>1 (Whereupon, Deposition Exhibit 7 was 2 marked for identification ) 3 THE WITNESS: I am at -- there 4 Q (By Ms Lamkin) Do you recognize this document? 5 Have you seen this? 6 A Maybe Onni has forwarded it to me 7 Q In April of 2023 Onni was trying to obtain 8 funding from Omni Bridgeway for CDN Licensing; correct? 9 A Yes 10 Q And was Onni successful in receiving funding 11 from Omni Bridgeway? 12 A We didn't proceed with this, and maybe they 13 are still waiting for them 14 Q I'm sorry Sorry 15 A The answer is no 16 Q And do you know why? 17 A We haven't completed the questionnaires from 18 that 19 Q Why? 20 A We can see it's relevant at this point We 21 thought that it would be maybe better 22 Q Better than what? 23 A Try to find out -- our cases here in Finland, 24 locally, if possible, on AIPI 25 Q Why were you seeking funding other than from</p> <p style="text-align: right;">69</p>	<p>1 complaint past Markman or IPR " What does Markman or 2 IPR mean? 3 A If I completely understand, it means -- 4 Markman means claim charge corporation and how it's 5 evaluated, and IPR is inter partes research, so 6 Q The next sentence says, "One of our complaints 7 has now passed a successful claim construction hearing 8 in January " Which complaint is being referred to here? 9 A Let me see 10 Q Is that the Netflix complaint? 11 A Let me -- let me first check some facts I 12 think that was -- generally, there were several cases, 13 and he is referring afterwards to them You should read 14 the whole chain of these emails before answering for the 15 first one So this is a little -- I feel a little bit 16 inconvenienced You're asking from the top and then 17 going to the past because -- can't remember everything, 18 so this is -- 19 Q Sir, I'm happy to go off the record 20 A It's not -- 21 Q Happy to go off the record 22 A It's not in chronological order 23 Q I'm happy to go off the record so you can read 24 this document 25 A Yes</p> <p style="text-align: right;">71</p>
<p>1 AIPI? 2 A Actually, that was -- initial contacts were 3 before AIPI so . . . 4 Q So this email is dated April 25, 2023; 5 correct? 6 A No, this is quite recent, but there were 7 contacts between Onni and Omni, I think already screen 8 time 2021, before AIPI deal was signed. That was the 9 organization's -- 10 Q Did you try to obtain -- did you try to obtain 11 financing from groups other than AIPI within the last 12 year? 13 A For the Finnish side of the cost structure 14 covering, we have discussed here but actually not done 15 anything. 16 Q Sir, my question is this: Within the last 17 year, did you try to seek funding from groups other than 18 AIPI? 19 A No. 20 Q No, you did not? 21 A For other purposes. You see, I have many 22 projects going on. So for other purposes yes, and for 23 this patent litigation campaign no. 24 Q Sir, this document said in the second 25 paragraph, "We agreed to reconnect if we take our</p> <p style="text-align: right;">70</p>	<p>1 Q Would you like to do that? 2 A Yes. Let's have ten minutes, reading break. 3 MS. LAMKIN: Okay. 4 THE VIDEOGRAPHER: All right. So off the 5 record then? 6 MS. LAMKIN: Yes. 7 THE COURT: Okay. Thank you. Thank you. We 8 are now going off the video record. The time is 9 9:36 a.m. 10 (Whereupon, a break was taken from 11 9:36 a.m. to 9:45 a.m.) 12 THE VIDEOGRAPHER: We are now back on the 13 video record. The time is 9:45 a.m. 14 Q (By Ms. Lamkin) Mr. Valjakka, did you get a 15 chance to review Exhibit 7, Bates range 266 to 276? 16 A Yes. 17 Q Do you feel comfortable answering questions 18 about the document? 19 A Yes. 20 Q On the first page, Bates range ending in 266, 21 you write or Onni writes, quote, "We may need to discuss 22 acquisition of additional funding to take this one case 23 through a possible jury trial," unquote. Do you know 24 which case he is talking about? 25 MR. ZITO: Calls for speculation.</p> <p style="text-align: right;">72</p>

<p>1 THE WITNESS: All possible cases, including                  2 Netflix, of course. Yes.                  3 Q (By Ms. Lamkin) Netflix is currently the only                  4 case in the campaign scheduled for trial; correct?                  5 A Correct. If you look at the first email, it's                  6 2020 and before we had any deal with -- or I had any                  7 deal with AIPI. So these --                  8 Q Correct, but --                  9 A -- discussions have started long since.                  10 Q Correct. But the email that we're talking                  11 about Onni sent April 5, 2023; correct?                  12 A Correct, yes.                  13 Q And he's talking about additional funding to                  14 take a case through a possible jury trial; correct?                  15 A Yes.                  16 Q That's a jury trial in the United States?                  17 A Yes.                  18 Q So Onni is asking for additional funding for a                  19 jury trial in the United States; correct?                  20 A Yes.                  21 Q Why weren't you seeking funding from AIPI?                  22 A Well, the extensions, you know, we -- I                  23 mentioned earlier we had a long list of CDN operators                  24 potentially infringing this 167 patent.                  25 Q Sir, my question is this: Why weren't you</p> <p style="text-align: right;">73</p>	<p>1 AIPI refused to give you additional money?                  2 A No, no. They wanted to focus on the Netflix.                  3 I wanted to extend to that list above the infringers.                  4 That is my --                  5 Q Sir, my --                  6 A -- intention --                  7 Q -- question is this.                  8 A -- for seeking the further funding.                  9 Q Sir, my question is this: Was there a point                  10 over the last year when AIPI refused to provide                  11 additional funding?                  12 A Actually, there was not a point to refuse but                  13 a point where things didn't happen, and they said they                  14 wanted to focus on Netflix case and no other cases --                  15 Q Sir, yes or no --                  16 A -- simultaneously, yes.                  17 Q Yes or no: Was there a point over the last                  18 year when AIPI refused to provide additional funding?                  19 A I have to say this is the wrong question.                  20 They never refused. They said they focus on this case                  21 and no other. Yes, there was a point when they said no                  22 for other cases over the last year. That's correct.                  23 Q What was the reason they gave for refusing to                  24 fund other cases asserting the 167 and 102 patent?                  25 A It's a matter of resources and available</p> <p style="text-align: right;">75</p>
<p>1 seeking the funding from AIPI?                  2 A We had. We had.                  3 Q This email seeks funding for U.S. litigation                  4 in 2023; right, not AIPI; correct?                  5 A Yes. This is --                  6 Q Why --                  7 A -- Onni's reply discussion.                  8 Q Correct. Why weren't you seeking the money                  9 from AIPI?                  10 A To the extent that list of potential other                  11 infringers and, you know, covering every aspect of it we                  12 had learned.                  13 Q Sir, please answer the question that I am                  14 asking you, please. Why weren't you seeking the money                  15 from AIPI?                  16 A Why would we not be seeking or why would we be                  17 seeking?                  18 Q One more time, sir. Why weren't you seeking                  19 the money from AIPI?                  20 A After I made -- I fell off. I don't                  21 understand the question.                  22 Q You don't understand the question. That's                  23 your testimony under oath?                  24 A No. Can you slowly repeat again why . . .                  25 Q Was there a point over the last year where</p> <p style="text-align: right;">74</p>	<p>1 funding.                  2 Q What reason did they give you?                  3 A Actually, they said that they are negotiating                  4 but no further details.                  5 Q They are negotiating with whom?                  6 A Funders, investors.                  7 Q Additional investors outside AIPI?                  8 A Outside AIPI in their network.                  9 Q Is AIPI going to fund additional assertions of                  10 the 167?                  11 A We haven't agreed upon that yet.                  12 Q Has AIPI committed to funding assertions other                  13 than the Netflix litigation?                  14 MR. ZITO: Objection, far outside the scope.                  15 Future business plans would be a highly confidential                  16 area, and I'm not going to allow you to proceed too much                  17 further in this direction.                  18 Q (By Ms. Lamkin) Mr. Valjakka?                  19 A Yes. What?                  20 Q Yes, AIPI has committed to additional                  21 assertions beyond Netflix?                  22 A At the moment, no.                  23 Q Originally, your agreement with AIPI covered                  24 the entire campaign; correct?                  25 MR. ZITO: Vague, ambiguous.</p> <p style="text-align: right;">76</p>

<p>1 THE WITNESS: Yes, and they did so --</p> <p>2 Q (By Ms. Lamkin) Why did they change the scope</p> <p>3 of their funding?</p> <p>4 A -- for the time being.</p> <p>5 MR. ZITO: Objection, mischaracterizes --</p> <p>6 Q (By Ms. Lamkin) Why did they do that?</p> <p>7 MR. ZITO: Objection, asks for speculation on</p> <p>8 the motivations with a third party.</p> <p>9 Q (By Ms. Lamkin) Mr. Valjakka?</p> <p>10 A I don't know.</p> <p>11 Q Have you been successful in receiving any</p> <p>12 funding other than AIPI's funding?</p> <p>13 A Yes, we got that loan for CDN Licensing.</p> <p>14 Q Which loan?</p> <p>15 A That was that 200,000 we handled a couple of</p> <p>16 hours ago.</p> <p>17 Q Other than that, have you been successful in</p> <p>18 obtaining any litigation funding for your campaign other</p> <p>19 than AIPI?</p> <p>20 A No.</p> <p>21 Q Sir, who are your attorneys for this</p> <p>22 deposition today?</p> <p>23 A Oh, there is Joe Zito and Ken Sheets and so</p> <p>24 on.</p> <p>25 Q Do you have an engagement agreement with Joe</p> <p style="text-align: right;">77</p>	<p>1 case is well projected and organized. It's quite</p> <p>2 normal.</p> <p>3 Q Does Joe Zito represent you or AIPI?</p> <p>4 A He represents me.</p> <p>5 Q How do you know that?</p> <p>6 A We have so agreed.</p> <p>7 Q In writing?</p> <p>8 A No.</p> <p>9 Q How have you --</p> <p>10 A It's under the agreement with AIPI. I was</p> <p>11 informed that he is the lawyer, and that's okay with me.</p> <p>12 Q Does Joe Zito represent AIPI?</p> <p>13 A He represents me and that's the meaning of</p> <p>14 this participation. He represents me.</p> <p>15 Q Sir, please --</p> <p>16 A Yes.</p> <p>17 Q Please answer the question I'm asking.</p> <p>18 A Yes, he does. Yes, he does.</p> <p>19 Q Joe Zito represents AIPI?</p> <p>20 A No, me.</p> <p>21 Q Sir, if you could please return back to</p> <p>22 Exhibit 6, the one starting in LV-CUVTA 000050.</p> <p>23 A I'm here.</p> <p>24 Q And I'm sorry to ask you but it is Finnish.</p> <p>25 Could you please translate one more time the sentence</p> <p style="text-align: right;">79</p>
<p>1 Zito?</p> <p>2 A Well, through AIPI.</p> <p>3 Q Do you have an engagement agreement with Joe</p> <p>4 Zito?</p> <p>5 A Personally, I don't, but I had the AIPI</p> <p>6 agreement, which includes Joseph Zito.</p> <p>7 Q Is Mr. Joe Zito named in your agreement with</p> <p>8 AIPI?</p> <p>9 A No.</p> <p>10 Q Who are your other attorneys here today,</p> <p>11 besides Joe Zito?</p> <p>12 A Here today, Ken Sheets.</p> <p>13 Q Do you have an engagement agreement with Ken</p> <p>14 Sheets?</p> <p>15 A Through AIPI.</p> <p>16 Q Do you yourself have an engagement agreement</p> <p>17 with Ken Sheets?</p> <p>18 A No, not in person.</p> <p>19 Q Does your AI agreement mention Ken Sheets?</p> <p>20 A No. It's otherwise expressed in -- verbally</p> <p>21 in the agreement.</p> <p>22 Q What does it say? Which passage are you</p> <p>23 referring to?</p> <p>24 A They have the freedom to choose the lawyers</p> <p>25 and assistant paralegals and whoever, as long as the</p> <p style="text-align: right;">78</p>	<p>1 beginning in Miten, M-I-T-E-N?</p> <p>2 A How should we explain this to the pharmacy guy</p> <p>3 who is actually --</p> <p>4 Q And what is --</p> <p>5 A -- the loan giver.</p> <p>6 Q Pharmacy means loan giver?</p> <p>7 A He is a former pharmacy owner of a pharmacy</p> <p>8 chain, and he is the inventor -- investor, sorry.</p> <p>9 Q What is this person's name?</p> <p>10 A Tony. I don't remember his surname.</p> <p>11 Q Is this the investor we spoke of earlier that</p> <p>12 provided --</p> <p>13 A Yes, yes.</p> <p>14 Q -- \$200,000 loan?</p> <p>15 A Yes.</p> <p>16 Q Okay. And then the very first sentence in</p> <p>17 that, "Miten palautetaan," that sentence --</p> <p>18 A Excuse me. What line?</p> <p>19 Q So -- so you have -- you have the sentence --</p> <p>20 the "Terve," the "hi," the salutation; right? Hello?</p> <p>21 A Yes, right here.</p> <p>22 Q And then you have the sentence that starts,</p> <p>23 "Tassa"; right?</p> <p>24 A Yes.</p> <p>25 Q And then you have the sentence that says</p> <p style="text-align: right;">80</p>



<p>1 something like -- shall we consider, or shall we ponder?</p> <p>2 "Meille pohdittavaa"; right?</p> <p>3 A Sorry I dropped out again So what are you</p> <p>4 referring to? What sentence? Where?</p> <p>5 Q The third After the salutation, "Terve,"</p> <p>6 means hi; right? Then you have a sentence that starts</p> <p>7 "Tassa"; right?</p> <p>8 THE VIDEOGRAPHER: Uh-oh, what did we close?</p> <p>9 THE WITNESS: Hello Are you there still?</p> <p>10 Q (By Ms Lamkin) Yeah I'm here</p> <p>11 A Okay I'm sorry I didn't get that question</p> <p>12 at all Where should I go?</p> <p>13 Q That's all right Let me just share my</p> <p>14 screen Can you see my screen, sir?</p> <p>15 A Yes</p> <p>16 Q Do you see --</p> <p>17 A Yeah, this first sentence</p> <p>18 Q -- the sentence that I have highlighted?</p> <p>19 A Okay</p> <p>20 Q Can you translate that please?</p> <p>21 A How can we revive the license after the trial</p> <p>22 so that affine company and Lauri?</p> <p>23 Q How can we revive CDN Licensing after the</p> <p>24 trial?</p> <p>25 A No This means -- in Finnish language it</p> <p style="text-align: right;">81</p>	<p>1 Q The entity that would be revived is CDN</p> <p>2 Licensing; correct?</p> <p>3 A It's not CDN Licensing. It's -- it's what --</p> <p>4 what was the deal about. So CDN Licensing agreements</p> <p>5 will never be effective again, but we need to cover the</p> <p>6 responsibilities for the company and to Lauri similarly</p> <p>7 as they were, without adding these -- that was the</p> <p>8 question from -- from Onni Hietalahti, a good question.</p> <p>9 Q What would be revived?</p> <p>10 A We have no answers yet. We will see.</p> <p>11 MS. LAMKIN: Mr. Valjakka, I appreciate your</p> <p>12 time.</p> <p>13 Mr. Zito, do you have any redirect?</p> <p>14 MR. ZITO: Yes, I have just a couple. For</p> <p>15 clarification, I don't represent AIPI. I don't know</p> <p>16 that AIPI is actually being represented here today.</p> <p>17 This is a deposition of Mr. Valjakka, so Mr. Valjakka</p> <p>18 will be the person being represented by somebody, not</p> <p>19 AIPI, not Ramey, not any other third parties, for</p> <p>20 clarification.</p> <p>21 Secondly, without revealing any</p> <p>22 attorney-client privilege, Mr. Valjakka -- I asked</p> <p>23 Mr. Valjakka if he would like me to represent him. He</p> <p>24 said yes. That's a representation agreement. I don't</p> <p>25 need anything in writing. My representative of</p> <p style="text-align: right;">83</p>
<p>1 should be not translated literally word by word. It</p> <p>2 should be translated, the meaning. The concept is how</p> <p>3 can we, without having the canceled agreements revived</p> <p>4 again, compensate to company and to Lauri so that it</p> <p>5 binds similar -- similar responsibilities to be covered,</p> <p>6 as if CDN Licensing agreements were still effective.</p> <p>7 So this is more complex, and there are layers</p> <p>8 in the same. So you cannot translate Finnish language</p> <p>9 directly word by word to English because you lose the</p> <p>10 context completely and the idea completely. You can ask</p> <p>11 any translator. That's why our language is so beautiful</p> <p>12 because you need to first consider half an hour before</p> <p>13 replying. That's -- that -- many foreigners think that</p> <p>14 we are not talkative or social. We process things in</p> <p>15 our heads before we answer. So these are easy questions</p> <p>16 when I say yes or no, but this is a complex question.</p> <p>17 This is really complex and only Finns can understand the</p> <p>18 right way, straightaway, without explaining, like I am</p> <p>19 trying here right now. Similar terms and similar</p> <p>20 responsibilities without the canceled agreements being</p> <p>21 effected. How can we --</p> <p>22 Q The entity --</p> <p>23 A -- revive those responsibilities to be</p> <p>24 covered? So this is extremely important to understand</p> <p>25 correctly.</p> <p style="text-align: right;">82</p>	<p>1 Mr Valjakka today is completely separate and apart from</p> <p>2 any representative -- representation or</p> <p>3 non-representation of Mr Valjakka in any litigation I</p> <p>4 just wanted to clarify that</p> <p>5 EXAMINATION BY MR ZITO</p> <p>6 Q One other thing I wanted to ask about -- find</p> <p>7 my questions I have them written down</p> <p>8 It seemed unclear to me, your understanding of</p> <p>9 how you would be involved in implementing the</p> <p>10 preliminary injunction Do you personally have any</p> <p>11 money or assets that are in the U S now?</p> <p>12 A No</p> <p>13 Q Do you know anybody that owes you any money or</p> <p>14 things you would claim belong or are owed to you in the</p> <p>15 U S ?</p> <p>16 A Not outside the claims So I don't -- nobody</p> <p>17 owes me in the U S</p> <p>18 Q What is your understanding of the injunction</p> <p>19 that was entered by the court? If you had some money in</p> <p>20 a bank account in the U S , say \$10,000, would the</p> <p>21 injunction prevent you from sending that money overseas</p> <p>22 to Sweden?</p> <p>23 A Yeah, it would prevent That's my</p> <p>24 understanding</p> <p>25 Q Would it matter the source of the money that</p> <p style="text-align: right;">84</p>



<p>1 was put into a bank account in your name in the U S ?</p> <p>2 A I understand it's the proceeds from the</p> <p>3 litigation, if there were some funds</p> <p>4 Q Let's assume the money came from some other</p> <p>5 source A relative of yours passed away and left you</p> <p>6 \$10,000 in a bank account From your understanding, as</p> <p>7 explained to you by counsel or not counsel, would you be</p> <p>8 able to transfer that money back to Finland?</p> <p>9 A Yes, I should be</p> <p>10 Q Who else, if anyone, is in charge of</p> <p>11 implementing the restrictions of the preliminary</p> <p>12 injunction on you and/or CDN and/or others?</p> <p>13 A Well, I'm -- I'm the only one now to receive</p> <p>14 any proceeds to Finland, but of course, I have Onni</p> <p>15 Hietalahti and Matti Saraheimo to be compensated from me</p> <p>16 or from some company or whatever arrangement, possible</p> <p>17 net -- net proceeds to Finland And I should be then</p> <p>18 responsible for -- for covering their shares of that and</p> <p>19 that's my responsibility, but the company was</p> <p>20 established to avoid -- wane taxes and to get funding</p> <p>21 for the Finnish side of the patent litigation campaign</p> <p>22 Q When you discussed the meaning and the</p> <p>23 implications of the preliminary injunction, was Onni</p> <p>24 involved in those discussions, along with others?</p> <p>25 A He and I wondered what this means in practice</p> <p style="text-align: right;">85</p>	<p>1 MS. LAMKIN: Objection, leading. Mr. Zito,</p> <p>2 I'm giving you room here, but these questions are all</p> <p>3 leading. It's your witness.</p> <p>4 THE WITNESS: Well, I have an agreement and I</p> <p>5 respect it, so I would respect that everything happens</p> <p>6 correctly. So I don't have to worry about that. We</p> <p>7 don't receive any money to Finland first. We get it the</p> <p>8 last, receive -- last recipient. So we don't have to</p> <p>9 worry about that. I don't have to.</p> <p>10 MR. ZITO: I don't have any additional</p> <p>11 follow-up questions.</p> <p>12 MS. LAMKIN: None here.</p> <p>13 MR. ZITO: We can go off the record now.</p> <p>14 THE VIDEOGRAPHER: Anyone else? All right.</p> <p>15 Before we do go off the video record, did</p> <p>16 anyone need transcript copies or video copies, as well?</p> <p>17 THE WITNESS: I do.</p> <p>18 MS. LAMKIN: We need all of those things,</p> <p>19 Carrie, and a rush on the rough, please.</p> <p>20 THE VIDEOGRAPHER: And -- all right. That's</p> <p>21 said, today's deposition is now concluded. We are going</p> <p>22 off the video record at 10:12 a.m.</p> <p>23 (Whereupon, the video remote</p> <p>24 deposition of LAURI VALJAKKA</p> <p>25 concluded at 10:12 a.m.)</p> <p style="text-align: right;">87</p>
<p>1 because he is a Finnish lawyer. He is not an American</p> <p>2 lawyer, and -- and we have asked these questions, but</p> <p>3 they have remained unanswered. According to Finnish</p> <p>4 laws, they should have somebody who wants to send</p> <p>5 something over me legally in Finland should have a</p> <p>6 separate court order, court rule in Finland, according</p> <p>7 to Finnish laws.</p> <p>8 By Finnish laws, U.S. injunction of sorts</p> <p>9 would cover only the U.S. funds that I might have some</p> <p>10 kind of a connection or control, not the Finnish. It</p> <p>11 would require separate -- that's how we solve. We have</p> <p>12 actually asked this question because this has so far</p> <p>13 been -- been theoretical. I don't have answers, and</p> <p>14 Onni doesn't have answers.</p> <p>15 Q Who, if anyone, would you consult with before</p> <p>16 moving from -- moving money from the United States to</p> <p>17 Finland?</p> <p>18 A The money comes first to lawyers and to AIPI</p> <p>19 according to agreement, and then when the U.S. expends</p> <p>20 this and cost of this campaign would be covered and the</p> <p>21 net income would be transferred to me or the one that I</p> <p>22 made to receive the money.</p> <p>23 Q Would you rely upon the U.S. lawyers to</p> <p>24 determine whether or not such transfer would or would</p> <p>25 not violate the preliminary injunction that's in place?</p> <p style="text-align: right;">86</p>	<p>1 CERTIFICATE</p> <p>2 I, Christina Bicocca, CSR No. 12932, do hereby</p> <p>3 certify:</p> <p>4 That prior to being examined, the witness</p> <p>5 named in the foregoing deposition was by me duly sworn</p> <p>6 to testify to the truth, the whole truth, and nothing</p> <p>7 but the truth;</p> <p>8 That said deposition was taken down by me in</p> <p>9 shorthand at the time and place therein named and,</p> <p>10 thereafter, reduced to computerized transcription under</p> <p>11 my direction and supervision.</p> <p>12 I further certify that I am not interested in</p> <p>13 the outcome of this action.</p> <p>14</p> <p>15 Witness my hand this 24th day of October,</p> <p>16 2023.</p> <p>17</p> <p>18 _____</p> <p>19 CHRISTINA BICOCCA</p> <p>20 CSR No. 12932</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">88</p>